

**VILLAGE BOARD AGENDA
MONDAY, JANUARY 25, 2021
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE**

Call to Order
Roll Call

Pledge of Allegiance – Trustee Ludtke

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) on the agenda for a three-minute time period per person, with time extensions per the Village President's discretion.

1. Consideration of a motion to approve Village Board minutes of January 11, 2021.
2. Consideration of a motion to approve vouchers for payment.
3. Consideration of actions related to Licenses and Permits.
 - a. Consideration of a motion to approve Operator's (Bartender) License.
4. Discussion and consideration of a motion to approve a special event for Birch & Banyan which includes the sale of alcoholic beverages.
5. First reading of a Bill for an Ordinance 01/25/2021 "An Ordinance to Amend Chapter 2 of the Village Code Pertaining to Regular Meetings."

Items referred from the January 18, 2021 Plan Commission meeting

6. Discussion and consideration of a motion to approve an application for a stand by generator enclosure for Bravo Company, 340 Maple Avenue.

Other Items for Consideration

7. Discussion and consideration of a motion to approve a contract with Five Star Fireworks Company, Oconomowoc, in the amount of \$17,000 for the 2021 fireworks display.
8. Discussion and consideration of a motion to approve an Agreement with HydroCorp for the 2021/2022 Utilities cross connection inspections program in the amount of \$22,416.
9. Discussion and consideration of a motion to approve a Letter of Credit Reduction for Neumann Developments, Inc. for Paradise Trails in the amount of \$680,950.

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10. Discussion and consideration of a motion to authorize staff to issue a Request for Proposals for legal services.
11. Discussion and possible action on Arrowhead Campus and Arrowhead land annexation.
12. Consideration of a motion to approve the appointments made by the Village President to the Park & Recreation Board and Environmental Corridor & Open Space Committee.
13. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.
14. Consideration of a motion to recess to closed session pursuant to State Statutes §19.85 (1)(c), considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility regarding the Village Administrator. (Roll call vote).
15. May reconvene in open session to take action, if any, with respect to the subject matter of the closed session.
16. Adjournment

Tim Rhode, Village Administrator

Notice: Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Darlene Igl, Village Clerk, at 262-367-2714. The Municipal Building is handicap accessible.

Individuals attending public meetings in person will be required to **maintain appropriate social distancing**, (i.e., maintain a 6-foot distance) and be **free of symptoms** related to COVID-19.

To participate via Zoom in the Village of Hartland Board meeting, please dial 1 (312) 626-6799. The Meeting ID is 817 8963 1808. Or participate online:

Or participate online:

<https://us02web.zoom.us/j/81789631808?pwd=L1FmOEtadkRkNmhtQnZxRnFibnlWZz09>

VILLAGE BOARD MINUTES
MONDAY, JANUARY 11, 2021
6:30 PM
BOARD ROOM, MUNICIPAL BUILDING, 210 COTTONWOOD AVENUE

Call to Order
Roll Call

Present: Trustees Anson, Dorau, Meyers, Wallschlager, Ludtke, Conner, President Pfannerstill

Others Present: Administrator Rhode (zoom), Finance Director Bailey (zoom), Police Chief Misko, Utility Operations Supervisor Felkner, Operations Supervisor Gerszewski (zoom), Fire Chief Jambretz (zoom), Clerk Igl, Building Inspector Hussinger, Steve Berger, Craig Eisenhut, Attorney Koehnke.

Pledge of Allegiance – President Pfannerstill

Public Comments: Please be advised the Village Board will receive comments from the public related to any item(s) on the agenda for a three-minute time period per person, with time extensions per the Village President's discretion. None received.

1. Motion (Meyers/Ludtke) to approve Village Board minutes of December 28, 2020. Carried (7-0).
2. Motion (Wallschlager/Dorau) to approve vouchers for payment in the amount of \$398,027.06. Carried (6-0). Ludtke abstained. Trustee Wallschlager inquired when the contract with HAWS would expire. It was stated that the contract automatically renews each year. Chief Misko stated that HAWS handles any type of domestic animal removal for the Village.
3. Consideration of actions related to Licenses and Permits.
 - a. Motion (Dorau/Conner) to approve Operator's (Bartender) License. Carried (7-0).
4. Motion (Ludtke/Meyers) to appoint new members to the BID Board of Director's: Elise Miller with a term to expire Dec. 31, 2022 and Todd Eckhart with a term to expires Dec. 31, 2021. Carried (7-0).
5. Consideration of a motion to change the time of the Village Board meetings from 6:30 p.m. to 7:00 p.m.

Motion (Conner/Ludtke) to direct staff to prepare an ordinance to amend the Village Board meeting time to 7:00 p.m. for Village Board consideration at the next meeting. Carried (6-1). Meyers opposed.

6. Announcements: The following individuals will be given an opportunity to make announcements at the meeting in regards to (1) activities taken since the previous meeting on behalf of the community, (2) future municipal activities, and (3) communications received from citizens. It is not contemplated that these matters will be discussed or acted upon. The

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following individuals may provide announcements: Village President or individual Village Board members or Village Administrator or other Village Staff members.

Utility Operations Supervisor Felkner stated that the path around the Nixon Park pond will be closed due to the dredging project beginning Jan. 18. The road will be closing for construction traffic.

Fire Chief Jambretz stated that the department will begin vaccinating personnel on Jan. 18. He stated that he is waiting to hear when the vaccine will arrive.

Chief Misko stated that the Village recently was experiencing a rash of auto break ins. The department was able to identify the suspect who is responsible for entry to autos throughout the county. The individual has been taken into custody and the department will be forwarding approximately 15 charges. A vehicle had been entered in October of 2020 and several thousand dollars of cash was taken. Fingerprints from that case were matched to the suspect as well.

Finance Director Bailey stated that the Village is hiring Fiscal, Recreation & Public Works Clerk. He stated that the Deputy Treasurer and Operations Supervisor are retiring in early February.

President Pfannerstill stated that a sleep out event is planned for February 12 & 13 in the parking lot of the Legion to raise awareness and raise donations for veterans.

7. Pursuant to Wis. Stat. sec. 19.85(1)(g), motion (Dorau/Conner) to enter into closed session following a duly adopted motion, to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is likely to become involved, namely building code enforcement issues associated with a building in the village which has sustained fire damage. Roll cote vote – all ayes. Adjourned to closed session at 6:48 p.m.
8. Motion (Wallschlager/Dorau) to reconvene in open session to take action, if any, with respect to the subject matter of the closed session. Carried (7-0). Reconvened in open session at 7:29 p.m.

Motion (Conner/Anson) to direct the attorney to reach out to owner of property to discuss resolutions.

9. Motion (Ludtke/Dorau) to adjourn at 7:33 p.m. Carried (7-0).

Respectfully submitted,

Darlene Igl
Village Clerk

TO: Village President & Board of Trustees

FROM: Kinsey Detert, Fiscal Clerk

DATE: January 19, 2021

RE: Voucher List

Attached is the voucher list for the January 25, 2021 Village Board meeting.

January 25, 2021 Checks:	\$	146,222.64
January 25, 2021 Checks (2020 Expenses)	\$	166,313.44
Total amount to be approved:	\$	<u>312,536.08</u>

VILLAGE OF HARTLAND
VOUCHER LIST - JANUARY 25, 2021

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
R 101-46730 RECREATION CLASSES	ANDERSON, ELIZABETH	MESSY MADNESS PROGRAM	\$20.00
G 101-12110 PROPERTY TAX REFUNDS	ANDERSON, KAREN M	0727344002	\$1.89
G 101-12110 PROPERTY TAX REFUNDS	AUGUSTIN, ERIC & ELIZABETH	0728206	\$68.47
G 101-12110 PROPERTY TAX REFUNDS	BUDZYNSKI, FRANCIS	0762111	\$31.67
R 101-46730 RECREATION CLASSES	BUHL, LINDSAY	THRS ZUMBA	\$50.00
G 101-12110 PROPERTY TAX REFUNDS	CARLSON, SCOTT & CHARLOTTE	0762104	\$29.02
G 101-12110 PROPERTY TAX REFUNDS	CLAFFEY, ROBERT	0427142	\$13.76
G 101-12110 PROPERTY TAX REFUNDS	DECOURCY-BOWER, LAURIE	0726055	\$18.78
G 204-23400 DEPOSITS DUE TO DEL-HART	DELAFIELD-HARTLAND WATER	JAN DUES	\$9,174.00
G 101-12110 PROPERTY TAX REFUNDS	DOESCHER, ERIC & ELIZABETH	0727279	\$432.50
G 101-12110 PROPERTY TAX REFUNDS	EYE COM	0732996017	\$958.06
G 101-12110 PROPERTY TAX REFUNDS	FISHER, ZACHARY & CARRIE	0762096	\$24.13
G 101-31630 4TH OF JULY PARADE DONATIONS	FIVE STAR FIREWORKS INC	FIREWORKS DEPOSIT HOMETOWN CELEBRATION	\$4,500.00
G 101-12110 PROPERTY TAX REFUNDS	GOUGER, AARYN & REBECCA	0727321	\$1,602.00
R 101-46735 TO THE POINTE DANCE PROGRAM	HEATHER BOUNDY	DANCE CLASSES	\$532.00
R 101-46730 RECREATION CLASSES	KARAS, JILL	LEARN/PLAY WITH PARENT	\$26.00
G 101-12110 PROPERTY TAX REFUNDS	KAULL, TODD & LISA	0429013	\$2,382.49
G 101-12110 PROPERTY TAX REFUNDS	KLEIN, KYLE & KATIE	0725034	\$177.38
G 101-23000 SPECIAL DEPOSITS	LAKE CTRY CHIEFS	CENTENNIAL FIELD DEPOSIT OVERPAYMENT	\$300.00
G 101-12110 PROPERTY TAX REFUNDS	LEACH, MICHAEL & JUDITH	0428968	\$24.02
G 101-12110 PROPERTY TAX REFUNDS	LEAHY, JAMES & MARY	0424956	\$122.77
G 101-12110 PROPERTY TAX REFUNDS	LUDWIG NGEDEBUU	0727099	\$2,593.59
G 101-12110 PROPERTY TAX REFUNDS	LUETKE, GERALD & LISA	0727061001	\$2,231.20
G 101-12110 PROPERTY TAX REFUNDS	LYONS, THOMAS & CATHERINE	0430120012	\$81.58
G 101-12110 PROPERTY TAX REFUNDS	OSHEA, JEANINE	0726040	\$21.62
G 101-23000 SPECIAL DEPOSITS	PETER WILLIAMS	CHANGE DUE/H20008355	\$10.64
G 101-12110 PROPERTY TAX REFUNDS	PIER, CHRISTOPHER & ERICA	0757121	\$98.20
G 101-12110 PROPERTY TAX REFUNDS	SAFRANEK, RYAN J & ANGELA M	0391095	\$13,064.57
G 101-12110 PROPERTY TAX REFUNDS	SCHOENMANN, JEFFREY	0726152	\$137.17
G 101-12110 PROPERTY TAX REFUNDS	SOCIAL LIFE DANCE CENTER	S171	\$54.42
G 101-23000 SPECIAL DEPOSITS	TOPCOAT FINISHES INC	OCC DEPOSIT/540 PROGRESS	\$500.00
G 101-12110 PROPERTY TAX REFUNDS	TRANBERG, MARK J	0762068001	\$1,113.00
G 101-12110 PROPERTY TAX REFUNDS	TWD INVESTMENTS LLC	0762019	\$161.08
G 101-12110 PROPERTY TAX REFUNDS	TWD INVESTMENTS LLC	0762011	\$160.78
G 101-12110 PROPERTY TAX REFUNDS	ZWIEG, BARBARA	0427976	\$13.68
EXPENSE Descr			\$40,730.47
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	AT&T MOBILITY	JAN WIRELESS SERVICE	\$73.96

Account Descr	Search Name	Comments	Amount
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$17.99
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$240.30
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$452.28
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	EMERGENCY MEDICAL PRODUCTS	EMS SUPPLIES	\$772.51
EXPENSE Descr AMBULANCE			\$1,557.04
EXPENSE Descr DEBT SERVICE			
E 401-58000-610 PRINCIPAL REDEMPTION	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$4,854.00
EXPENSE Descr DEBT SERVICE			\$4,854.00
EXPENSE Descr FINANCIAL ADMINISTRATION			
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	JAN HRA ADMN SERVICES	\$270.08
E 101-51500-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$139.88
EXPENSE Descr FINANCIAL ADMINISTRATION			\$409.96
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	AT&T MOBILITY	JAN WIRELESS SERVICE	\$73.96
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$41.19
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	SHARP, KAJIL	REIMBURSE SUPPLIES/TOTES	\$25.67
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$1,268.96
EXPENSE Descr FIRE PROTECTION			\$1,409.78
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	MILWAUKEE JOURNAL SENTINEL	ANNUAL SUBSCRIPTION	\$207.36
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$12.38
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$53.65
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$75.18
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$120.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	PROSHRED SECURITY	SHREDDING SERVICES	\$60.00
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$126.90
EXPENSE Descr GENERAL ADMINISTRATION			\$655.47
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COLLURA, ROSARIO	CLOTHING ALLOWANCE	\$23.70
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	DELAFIELD POLICE, CITY OF	SCIT DUES	\$7,000.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #9 INSPECT ALIGNMENT & OIL CHANGE	\$106.90
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	SQ #2 OIL CHANGE	\$41.40
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	CREDIT	-\$52.89
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$68.71
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$26.13
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$128.87
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$1,230.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$1,184.37

Account Descr	Search Name	Comments	Amount
EXPENSE Descr LAW ENFORCEMENT			\$9,757.19
EXPENSE Descr LIBRARY			
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$30.00
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	SPENCER STEHNO	WINTER BIRD WATCHING PROGRAM	\$75.00
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$42.30
EXPENSE Descr LIBRARY			\$147.30
EXPENSE Descr MUNICIPAL BUILDING			
E 101-51600-290 OUTSIDE SERVICES/CONTRACTS	ALSCO	FLOOR MAT SERVICE	\$165.39
E 101-51600-255 BLDGS/GROUNDS	KAESTNER AUTO ELECTRIC CO	FLAGS	\$226.96
EXPENSE Descr MUNICIPAL BUILDING			\$392.35
EXPENSE Descr PARKS			
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	STAPLES	\$6.61
E 101-55200-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	CREDIT	-\$6.61
EXPENSE Descr PARKS			\$0.00
EXPENSE Descr PUBLIC WORKS			
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	NOZZLE/CONNECTOR	\$30.37
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	BIEBELS TRUE VALUE	VALVE/COUPLING/CONNECT	\$23.83
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$1,537.49
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	DIESEL FUEL	\$168.80
E 101-53000-360 VEHICLE MAINT/EXPENSE	E.H. WOLF	UNLEADED GASOLINE	\$812.19
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$90.63
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$117.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	SWITCH	\$6.63
E 101-53000-360 VEHICLE MAINT/EXPENSE	KAESTNER AUTO ELECTRIC CO	SWITCHES	\$45.33
E 101-53000-180 OTHER BENEFITS	MAAS, CHRIS	REIMBURSE CLOTHING ALLOWANCE	\$200.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	MID-STATE EQUIPMENT	SNOW BLOWER CUTTING EDGES/SHOE	\$384.86
E 101-53000-360 VEHICLE MAINT/EXPENSE	MID-STATE EQUIPMENT	BLOWER HITCH FOR TRACTOR	\$813.36
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$60.00
E 101-53000-360 VEHICLE MAINT/EXPENSE	POMP S TIRE SERVICE INC	RIMS	\$392.00
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	PRICE ENGINEERING	HOSE	\$64.30
E 101-53000-365 BLDGS/GROUNDS MAINT EXPENSE	RINDERLE DOOR CO	OVERHEAD DOOR REPAIR	\$565.12
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	HEADLIGHT/WIRING ENDS #26	\$89.78
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	STEERING WHEEL	\$216.60
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$888.28
EXPENSE Descr PUBLIC WORKS			\$6,507.20
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	JAN-MAR ART STUDIO TUES SR	\$320.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	JAN-MAR ART STUDIO THRS SR	\$384.00

Account Descr	Search Name	Comments	Amount
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FARMER-TIEFENTHALER, SUSAN	JAN-MAR ART STUDIO THRS SR	\$576.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	FRANCIS A SCHMITZ	INTERMEDIATE GERMAN	\$192.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	ONTECH SYSTEMS, INC	ONSITE HOURS	\$90.00
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$42.30
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$1,604.30
EXPENSE Descr SEWER SERVICE			
E 204-53610-297 FWW LIFT STATION OPERATING	BUMPER TO BUMPER HARTLAND	OIL FILTER/SYNTHETIC OIL	\$76.48
E 204-53610-270 TREATMENT EXPENSE	DELAFIELD-HARTLAND WATER	JAN DUES	\$74,430.75
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	DIVERSIFIED BENEFIT SERVICES	JAN HRA ADMN SERVICES	\$41.55
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$169.20
EXPENSE Descr SEWER SERVICE			\$74,717.98
EXPENSE Descr WATER UTILITY			
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	BIEBELS TRUE VALUE	SNOW ROOF RAKE	\$67.49
E 620-53700-620 PUMPING EXPENSES - LABOR	BUMPER TO BUMPER HARTLAND	TUBING	\$4.90
E 620-53700-923 OUTSIDE SERVICES	DIVERSIFIED BENEFIT SERVICES	JAN HRA ADMN SERVICES	\$103.87
E 620-53700-923 OUTSIDE SERVICES	DIXON ENGINEERING INC	TMOBILE COVENTRY	\$1,150.00
E 620-53700-631 WATER TREATMENT - CHEMICALS	MARTELLE WATER TREATMENT	CHEMICALS	\$1,772.65
E 620-53700-923 OUTSIDE SERVICES	WAUKESHA CTY TREASURER (515)	TRUNKED RADIO REPAYMENT	\$380.69
EXPENSE Descr WATER UTILITY			\$3,479.60
			\$146,222.64

VILLAGE OF HARTLAND
VOUCHER LIST - JANUARY 25, 2021 (2020 EXPENSES)

Account Descr	Search Name	Comments	Amount
EXPENSE Descr			
G 101-23000 SPECIAL DEPOSITS	NANCY WALSH	COMMUNITY CENTER DEPOSIT	\$75.00
R 101-46110 ADMINISTRATION SERVICE FEES	NANCY WALSH	RESERVATION CANCELLATION	\$20.00
R 101-44100 LICENSES	WAUKESHA COUNTY CLERK	DOG LICENSES	\$1,738.25
G 204-34187 FWW LIFT STATION REPLACEMENT	WE ENERGIES	DEC-JAN FWW LIFT STATION	<u>\$111.11</u>
EXPENSE Descr			\$1,944.36
EXPENSE Descr AMBULANCE			
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREEN	\$309.00
E 101-52300-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH PHARMACY OCON	EMS SUPPLIES	<u>\$359.15</u>
EXPENSE Descr AMBULANCE			\$668.15
EXPENSE Descr CORPORATE RESERVE EXPENSES			
E 402-59900-840 PUBLIC WORKS EXPENSE	MADISON TRUCK EQUIPMENT	DUMPBOX/PLOW SPREADER/WING	<u>\$94,544.00</u>
EXPENSE Descr CORPORATE RESERVE EXPENSES			\$94,544.00
EXPENSE Descr FIRE PROTECTION			
E 101-52200-300 OPERATING SUPPLIES/EXPENSES	PROHEALTH CARE MEDICAL ASSOC	DRUG SCREENS	\$363.00
E 101-52200-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	DEC RECORD CHECK	<u>\$7.00</u>
EXPENSE Descr FIRE PROTECTION			\$370.00
EXPENSE Descr GENERAL ADMINISTRATION			
E 101-51400-210 LEGAL SERVICES	BUELOW VETTER BUIKEMA OLSON &	LEGAL SERVICES	\$236.00
E 101-51400-300 OPERATING SUPPLIES/EXPENSES	FOX BROS PIGGLY WIGGLY	WATER	\$28.98
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	RHYME BUSINESS PRODUCTS LLC	COPIER/ADDL IMAGES	\$766.07
E 101-51400-290 OUTSIDE SERVICES/CONTRACTS	WI DEPT OF JUSTICE (CHKS)	DEC RECORD CHECK	<u>\$70.00</u>
EXPENSE Descr GENERAL ADMINISTRATION			\$1,101.05
EXPENSE Descr INSPECTION			
E 101-52400-290 OUTSIDE SERVICES/CONTRACTS	WISCONSIN BUILDING INSPECTIONS	DEC PERMITS	<u>\$8,165.75</u>
EXPENSE Descr INSPECTION			\$8,165.75
EXPENSE Descr LAW ENFORCEMENT			
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	COLLURA, ROSARIO	REIMBURSE GUN PURCHASE	\$500.00
E 101-52100-360 VEHICLE MAINT/EXPENSE	HARTLAND SERVICE INC	ENGINE REPAIR SQ #4	\$46.14
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	LEXISNEXIS	DEC USER FEE	\$144.50
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	MUELLER, ADAM	REIMBURSE CLOTHING ALLOWANCE	\$71.36
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	PROHEALTH CARE (LAB BILLING)	LEGAL BLOOD DRAW	\$70.00
E 101-52100-300 OPERATING SUPPLIES/EXPENSES	T-MOBILE	SAMSUNG GALAXY SMARTPHONES	\$1,000.00
E 101-52100-290 OUTSIDE SERVICES/CONTRACTS	WAUKESHA CTY TREASURER (515)	DEC PRISONER HOUSING	<u>\$610.75</u>
EXPENSE Descr LAW ENFORCEMENT			\$2,442.75

Account Descr	Search Name	Comments	Amount
EXPENSE Descr LIBRARY			
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$39.99
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$22.40
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$22.60
E 101-55110-300 OPERATING SUPPLIES/EXPENSES	OFFICE PRO INC	OFFICE SUPPLIES	\$4.52
E 101-55110-290 OUTSIDE SERVICES/CONTRACTS	RICOH AMERICAS CORP	OCT-DEC ADDL IMAGES	\$133.35
E 101-55110-220 UTILITY SERVICES	WE ENERGIES	DEC-JAN GAS SERVICE	\$675.91
E 101-55110-255 BLDGS/GROUNDS	WIL-KIL	COMMERCIAL CONTRACT	\$50.00
EXPENSE Descr LIBRARY			\$948.77
EXPENSE Descr PARKS			
E 101-55200-220 UTILITY SERVICES	WE ENERGIES	DEC-JAN CENTENNIAL	\$23.22
EXPENSE Descr PARKS			\$23.22
EXPENSE Descr PUBLIC WORKS			
E 101-53000-360 VEHICLE MAINT/EXPENSE	BIEBELS TRUE VALUE	NAIL/BRUST/SPRAYER	\$34.45
E 101-53000-290 OUTSIDE SERVICES/CONTRACTS	FEHR GRAHAM	NOV-DEC SAFETY PROGRAM	\$733.33
E 101-53000-235 STREET SWEEPING	GFL ENVIRONMENTAL	STREET SWEEPING DISPOSAL	\$1,974.59
E 101-53000-180 OTHER BENEFITS	ITU ABSORBTECH INC	UNIFORMS	\$117.63
E 101-53000-300 OPERATING SUPPLIES/EXPENSES	OLSEN SAFETY EQUIPMENT CORP	HARNES/GLOVES/HARD HAT	\$280.32
E 101-53000-360 VEHICLE MAINT/EXPENSE	TRUCK COUNTRY OF WISCONSIN	BRUSH	\$78.04
E 101-53000-225 STREET LIGHTING	WE ENERGIES	DEC-JAN RW STREET LIGHT	\$39.98
E 101-53000-225 STREET LIGHTING	WE ENERGIES	NOV-DEC ST LIGHTING	\$8,256.24
E 101-53000-225 STREET LIGHTING	WE ENERGIES	DEC-JAN ST LIGHTING	\$408.43
EXPENSE Descr PUBLIC WORKS			\$11,923.01
EXPENSE Descr RECREATION PROGRAMS/EVENTS			
E 101-55300-290 OUTSIDE SERVICES/CONTRACTS	VILLAGE OF SUSSEX	NOV-DEC TINY TUMBLING	\$96.00
EXPENSE Descr RECREATION PROGRAMS/EVENTS			\$96.00
EXPENSE Descr REFUSE & GARBAGE COLLECTION			
E 201-53620-200 GARBAGE COLLECTION FEES	ADVANCED DISPOSAL SERVICES	DEC SERVICES	\$36,317.40
EXPENSE Descr REFUSE & GARBAGE COLLECTION			\$36,317.40
EXPENSE Descr SENOR TOMAS MUNC LOT			
E 401-79265-285 CONSTRUCTION COSTS	WE ENERGIES (ESSENTIAL SERV)	WR4488698/150 NORTH AVE	\$3,645.00
EXPENSE Descr SENOR TOMAS MUNC LOT			\$3,645.00
EXPENSE Descr SEWER SERVICE			
E 204-53610-290 OUTSIDE SERVICES/CONTRACTS	FEHR GRAHAM	NOV-DEC SAFETY PROGRAM	\$733.33
E 204-53610-300 OPERATING SUPPLIES/EXPENSES	GORDON FLESCH CO INC	SHIPPING	\$7.50
E 204-53610-220 UTILITY SERVICES	WE ENERGIES	DEC-JAN CRYSTAL	\$12.10
E 204-53610-385 MAINTENANCE-COLLECT EQP PUMP	XYLEM WATER SOLUTIONS USA INC	KIT/REPAIR FLUSH VALVE	\$426.00

Account Descr	Search Name	Comments	Amount
EXPENSE Descr SEWER SERVICE			\$1,178.93
EXPENSE Descr WATER UTILITY			
E 620-53700-923 OUTSIDE SERVICES	FEHR GRAHAM	NOV-DEC SAFETY PROGRAM	\$733.34
E 620-53700-930 MISC GENERAL EXPENSES	GORDON FLESCH CO INC	SHIPPING	\$7.50
E 620-53700-650 MAINT-DIST RESERVE/STANDPIPE	OLSEN SAFETY EQUIPMENT CORP	HARNES	\$119.14
E 620-53700-625 MAINTENANCE OF PUMPING PLANT	WE ENERGIES	DEC-JAN BRISTLECONE	\$15.39
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	NOV-DEC #3 PUMPHOUSE	\$1,117.36
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	DEC-JAN BRISTLECONE	\$344.70
E 620-53700-622 POWER FOR PUMPING	WE ENERGIES	DEC-JAN MICRO BOOSTER	\$25.74
E 620-53700-923 OUTSIDE SERVICES	WI STATE LABORATORY OF HYGIENE	FLUORIDE	\$26.00
E 620-53700-620 PUMPING EXPENSES - LABOR	WOLTER POWER SYSTEMS	BLOCK HEATER	\$555.88
EXPENSE Descr WATER UTILITY			\$2,945.05
			\$166,313.44

VILLAGE OF HARTLAND
LICENSES AND PERMITS
JANUARY 25, 2020

Bartender (Operator's) License

Jeffrey Wojczak

The applicant has successfully completed the Responsible Beverage Servers Course. The Chief of Police has reviewed the application and approves it after deeming the requests to be in compliance with Wis. Stats. § 125.04(5).



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 1-20-2021
Village Board Item Number: 4	Date: 1-25-2021
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and consideration of a motion to approve a special event for Birch & Banyan which includes the sale of alcoholic beverages	

Details: Please see the attached flyer for details of the proposed event at Birch and Banyan with MobCraft Beer on February 5th, 2021.

The Village received a phone call from Erin Dorn, a special agent for the Wisconsin Department of Revenue Alcohol and Tobacco Enforcement. Erin oversees and approves Wisconsin Brewers who qualify for "pop up" licenses to sell and market the beer they brew outside of their brewing location. They are allowed several "pop-up" events per year. One condition of that license is that the local community is aware and approves of the event.

Financial Remarks: N/A

Options & Alternatives:
The Village Board can approve or deny this request.

Executive Recommendation:
Staff recommends approval of the special event for Birch & Banyan and MobCraft Beer for February 5th.

Birch & Banyan Beer + Scone Pairing

Description: Join MobCraft Beer of Walker's Point in downtown Milwaukee at Hartland's Birch & Banyan (150 E Capitol Drive) on Friday, February 5 for a beer and scone pairing! Your pairing for two includes a full sized welcome drink, a three course beer and scone pairing that includes three full size scones to share and three 6oz beer pours per person, plus a 5oz MobCraft branded sampler glass for each guest to keep! Additional drinks (beer, coffee, tea) will be available for purchase. The three course pairing includes:

Welcome Drink: Choice of Rishi Wildberry Hibiscus + Sour Support Iced Beer Tea Cocktail (16oz) OR Anodyne Cold Brew + Vanilla Wafer Porter Iced Beer Coffee Cocktail (16oz)

Pairings #1: Cheddar Herb Scone + MC Amber *Amber*

Pairing #2: Raspberry White Chocolate + Moo-waukee *White Chocolate Milk Stout*

Pairings #3: Cinnamon Sugar Scone + Raspberry Existence *Fruited Barrel Aged Belgian Style Sour Ale*

This in person event makes a great date night, moms' night out, or activity to do with a friend! With two seatings available at 5:30 and 7:00pm, you can pick the time that is perfect for your schedule. Can't make it in person? We've got you covered! Order a kit to take home and enjoy on your own time. We'll include all the goodies mentioned above, plus a tasting notes sheet to walk you through each course of your beer and scone pairing.

Reserve your spot now! To ensure safety for all guests, seatings are limited to 20 guests per time slot, so spots are highly limited! Tickets for the in person pairing are available while supplies last. To-go pairing kit sales close on Thursday, February 4 at 12:00pm.

Date/time of event: Friday, February 5 from 4:00-8:30pm at Birch & Banyan (150 E Capitol Drive, Hartland); seatings at 5:30pm and 7:00pm

Elise Strupp

Event & Programming Manager

MobCraft Beer

events@mobcraftbeer.com

www.mobcraftbeer.com

VILLAGE OF HARTLAND

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 2
OF THE VILLAGE OF HARTLAND MUNICIPAL CODE
PERTAINING TO REGULAR MEETINGS

THE VILLAGE BOARD OF THE VILLAGE OF HARTLAND DO ORDAIN AS FOLLOWS:

Section 1: Chapter 2, Article II, section 2-27 of the Village of Hartland Municipal code of Ordinances pertaining to Regular Meetings is hereby amended to read as follow.

Sec. 2-27. – Regular meetings. The village board shall hold its first meeting of each year on the second Monday of April and shall thereafter hold a regular meeting on the second Monday of each month, and at such other times as the board may direct. Except when otherwise ordered by the board, the place of the meeting shall be the Municipal Building, and the *time of the meeting shall be 7:00 p.m.*

Section 2: If any section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of such ordinance.

Section 3: This Ordinance shall take effect and be in full force after adoption and proper publication.

Adopted this ____ day of _____, 2021.

VILLAGE OF HARTLAND

ATTEST:

By: _____
Jeffrey Pfannerstill, Village President

Darlene Igl, MMC, WCPC, Village Clerk



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 1-20-2021
Village Board Item Number: 6	Date: 1-25-2021
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and consideration of a motion to approve an application for a stand by generator enclosure for Bravo Company, 340 Maple Avenue	

Details: The Village Building Inspector created a Memo for the Plan Commission dated January 15, 2021. This memo (attached) points out that this project is in compliance with our zoning and noise standards for the Village.

On January 18, the Village Plan Commission discussed this item and voted 7-0 to approve the generator's addition and the generator enclosure.

One resident did request that additional landscaping be considered for this project. The Plan Commission did not include that in the motion to recommend to the Village Board.

Financial Remarks: N/A

Options & Alternatives:
The Village Board can accept the Plan Commission recommendation, alter the proposal or deny the applicant.

Executive Recommendation:
Staff recommends approval of the request based on meeting Village code and design standards and the positive recommendation from the Plan Commission.

MEMORANDUM

TO: Tim Rhode
FROM: Scott Hussinger Building Inspector/Zoning Administrator
DATE: January 15, 2021
RE: Standby Generator at 340 Maple Ave

I reviewed the proposed standby generator and enclosure and have the following comments:

Property zoned M-1 with adjacent residential properties to the north.

Standby generator only to be used when power from WE Energies is interrupted (per email received January 5, 2021).

Generator will operate a test cycle once per month on a weekday between 11am and 1pm for 30-60 minutes.

Generator operation with proposed exhaust silencers will produce noise decibel readings not exceeding those allowed in section 46-951(b) of Village Zoning Code.

Proposed 16' deep x 32'-6" long x 10' high concrete enclosure is 2 sided.

Generator is 8'3" high.

Concrete enclosure to have a brick pattern and painted to match building exterior.

No landscaping is proposed.

Any approval should require use of "Special 400 Level Exhaust Silencers" as proposed.

Scott.

Sec. 46-951. - Noise.

(a) No activity in an M-2 general manufacturing district and in a Q-1 quarrying/extractive district shall produce a sound level outside the district boundary that exceeds the following sound level measured by a sound level meter and associated octave band filter:

Octave Band Frequency (cycles per second)	Sound Level (decibels)
0 to 75	79
75 to 150	74
150 to 300	66
300 to 600	59
600 to 1,200	53
1,200 to 2,400	47
2,400 to 4,800	41
Above 4,800	39

(b) No other activity in any other district shall produce a sound level outside its premises that exceeds the following:

Octave Band Frequency (cycles per second)	Sound Level (decibels)
0 to 75	72
75 to 150	67
150 to 300	59
300 to 600	52
600 to 1,200	46

1,200 to 2,400	40
2,400 to 4,800	34
Above 4,800	32

- (c) All noise shall be so muffled or otherwise controlled as not to become objectionable due to intermittence, duration, beat frequency, impulse character, periodic character or shrillness.
- (d) All sirens, whistles, and bells which are maintained and utilized solely to serve a public purpose are exempt from the sound level standards of this section.

Cross reference— Loud and unnecessary noise, § 66-6.



LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

0 213.18 Feet

Notes:

Printed: 1/16/2021





**APPLICATION FOR
PLAN COMMISSION**

☑ \$300 REVIEW FEE DUE AT TIME OF APPLICATION

Project Description Stand By Generator Addition			
Proposed Use Emergency and Stand By Power		No. of Employees 70	
Project Location Bravo Company, 340 Maple Ave Hartland, WI 53029			
Project Name Stand By Generator Addition			
Owner Bravo Company		Phone (262) 901-2491	
Address 340 Maple Ave		City Hartland	State WI Zip 53029
Engineer/Architect J. Miller Electric, Inc.		Phone (262) 284 2646	FAX (262) 284-6282
Address PO Box 587		City Port Washington	State WI Zip 53074
Contact Person Justin Miller	Phone (262) 305-3858	FAX	E-mail justinjmiller@electric@gmail.com

The Plan Commission meets on the third Monday of the Month at 7:00 PM in the Village Board Room of the Hartland Municipal Building located at 210 Cottonwood Avenue, Hartland.

The deadline for filing is a minimum of fifteen (15) working days before the meeting.

All of the requested information must be received prior to the deadline in order to be placed on the agenda. Village Plan Review Staff has been directed to delay placement on the Plan Commission Agenda based on incomplete submittals.

Four (4) sets of bound application materials and one (1) electronic copy of all materials must be submitted.

Applications that include site plans must depict the following existing and proposed information:

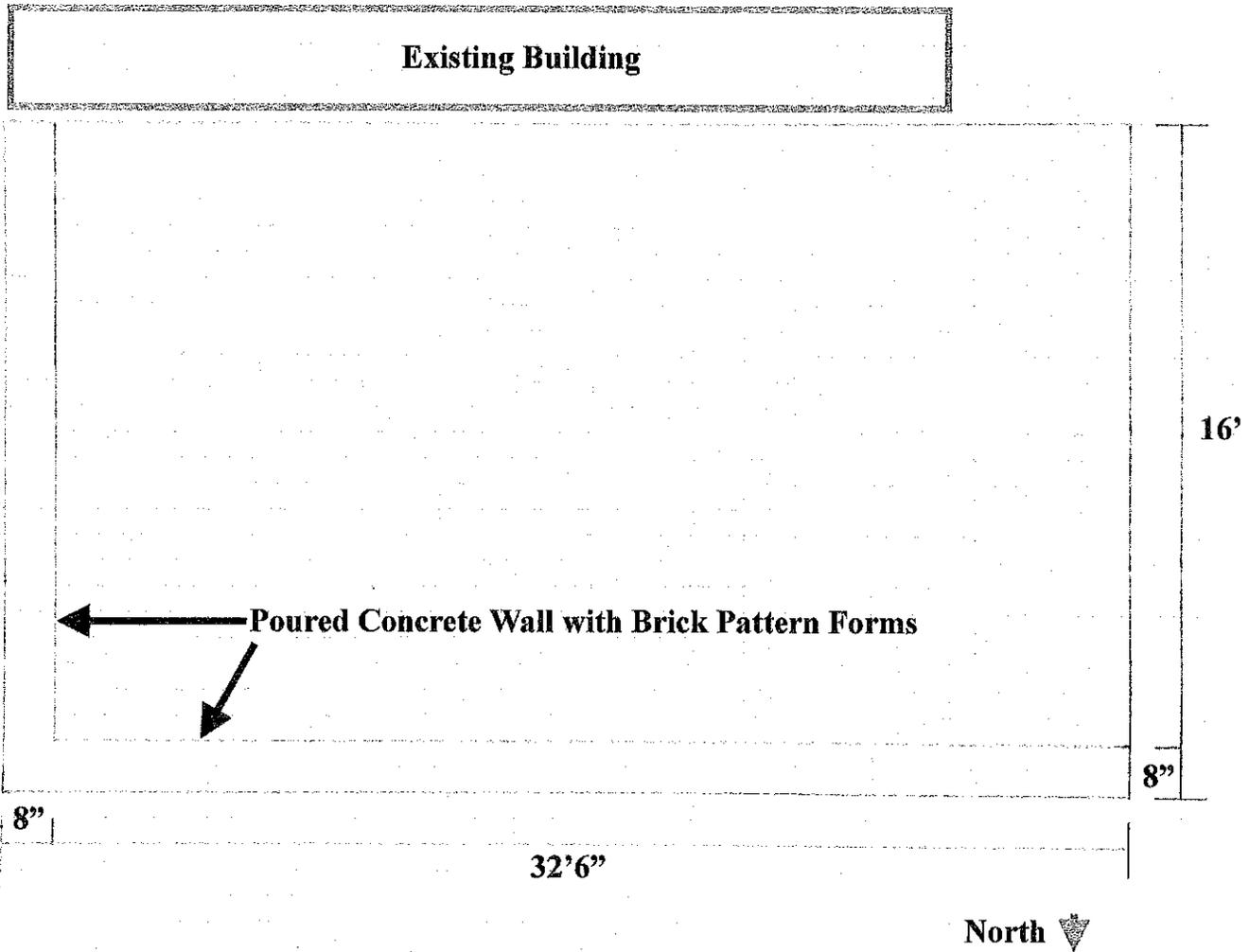
- Complete dimensions (lot, building, setbacks, parking, drives, etc.)
- Scale and north arrow
- All structures (include building elevations and height)
- Drainage and grades (include design calculations for drainage)
- Storm Water Management Plan
- Utilities and easements (sewer, water, storm etc.)
- Calculation of lot coverage
- Parking stalls (stalls to be minimum 180 s.f., driving lanes minimum 24 ft. wide and 30 ft. maximum at street right-of-way, asphalt to be minimum 3 ft. from lot lines)
- Grading and erosion control
- Landscaping, including a Tree Protection Plan
- Exterior lighting details
- Exterior HVAC equipment location
- Dumpster location (screening required)
- Street right-of-way
- Miscellaneous, 100 year floodplain, wetland boundary, environmental corridor

Additional information may be requested by the Plan Commission or Staff.

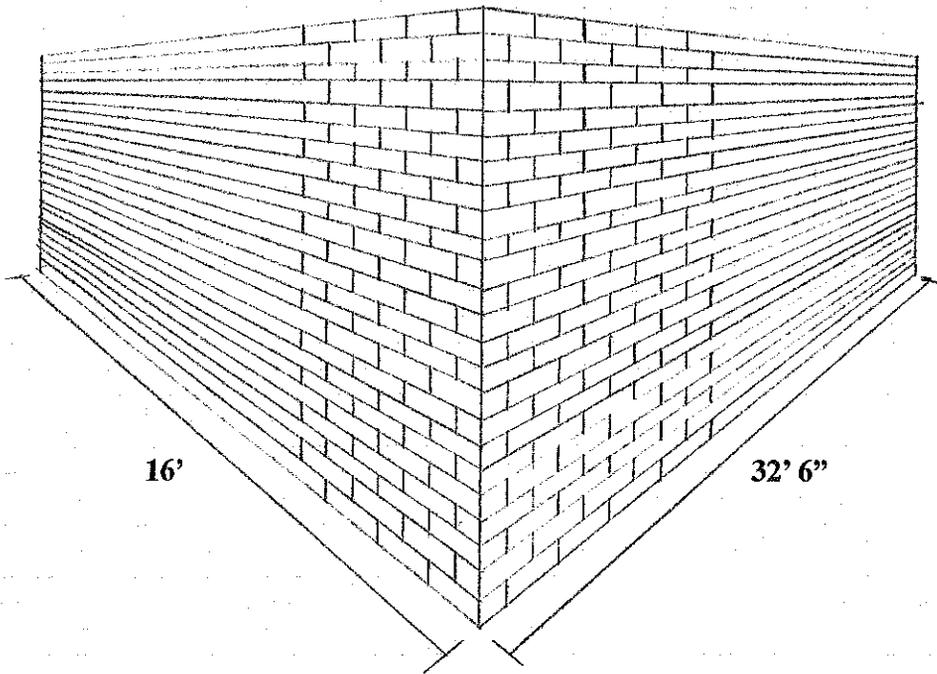
All applications for consideration by the Plan Commission are subject to the policies described in this document.

Date Applied:	Date of Meeting:	Return Comments by:
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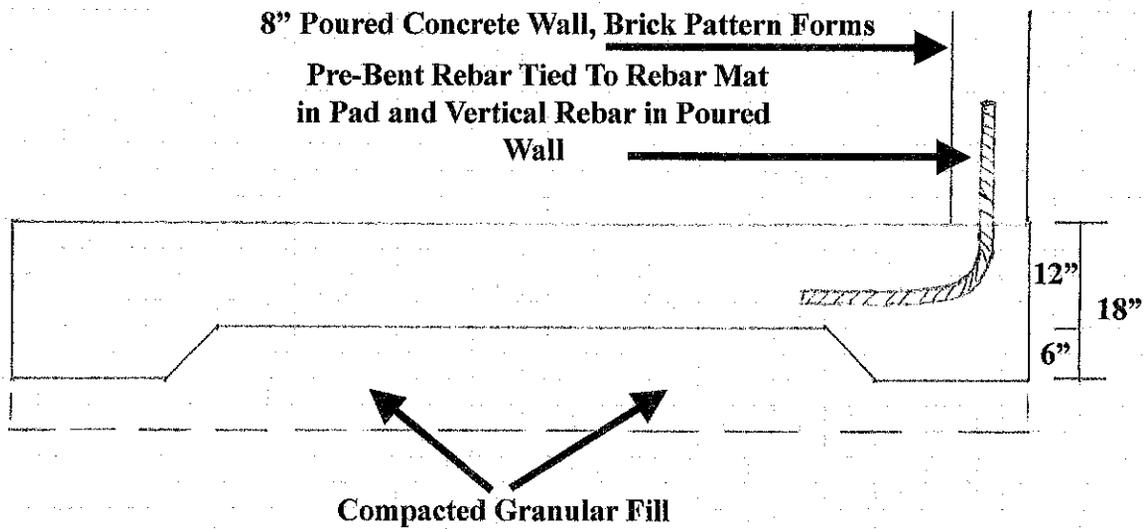
Concrete Pad Layout



Concrete Pad to have 1/2" Rebar Mat, 12" on center
Provisions for future installation of fence and gate on West side of concrete pad
Fence and gate to match existing fencing on property



Wall Height to be 10' from Finished Grade
Poured Wall to be brick pattern
Painted to match existing building



Concrete Pad to have 1/2" Rebar Mat, 12" on center

18" Grade Beam to have Double 1/2" Rebar Mat

Vertical Rebar in Poured Wall to be 24" on center



Specification sheet

Weather-protective and sound-attenuated Steel enclosures

130-750 kW regulated standby generator sets



Description

Cummins provides the option of protecting your Cummins Generator Set (GenSet) with weather protective and sound attenuated steel enclosures that not only limit the GenSet from producing high decibels of sound, but also protect the GenSet from harsh weather conditions. These field-installable enclosure kits are designed to enclose the entire GenSet while allowing ample air flow for cooling. Multiple kit configurations are available for each GenSet model to suit most weather protection and sound control requirements:

Weather-protective enclosures (F001-WPE) provide protection from climate conditions and include an internally-mounted exhaust silencer. The enclosure and exhaust silencer are appropriate for applications where sound reducing enclosures are not required.

Level I sound-attenuated enclosures (F001-L1) provide weather protection and include an internally-mounted exhaust silencer and sound insulating panels. The silencer and the panels reduce the noise level of the GenSet to a level below that achieved with a weather protective enclosure. Level I sound-attenuated enclosures are appropriate for applications where sound reducing enclosures are required.

Level II sound-attenuated enclosures (F001-L2) provide weather protection and include an internally-mounted exhaust silencer and sound insulating panels which reduce the noise level of the GenSet to a level below that achieved with a Level I sound-attenuated enclosure. Level II sound-attenuated enclosures are appropriate for applications where sound reducing enclosures are required.

130 to 200 kW standard construction

- 14-gauge, low carbon, hot-rolled ASTM A1011 steel construction (panels)
- 12-gauge, low carbon, hot-rolled ASTM A1011 steel construction (posts)

250 to 750 kW standard construction

- Galvannealed steel construction for corrosive environments
- Aluminum construction offered as an option for corrosive environments

Features and benefits

- Stainless steel hardware
- Compact footprint
- Zinc phosphate pretreatment, e-coat primer and super durable powder topcoat print minimizes corrosion and color fade
- Two or three recessed doors per side (depending on GenSet dimensions) for service access
- Doors keyed alike for added security and convenience
- Weather protective seals around all doors on WPE & sound attenuated enclosures
- Enclosed exhaust silencer improves safety and protects against rust
- Critical sound level exhaust silencers in sound attenuated enclosures
- Rain collar and rain cap
- Non-hygroscopic sound-attenuating material
- Easy access lifting points for spreader bars and forklift, depending on model
- Enclosure attaches directly to GenSet skid base
- Designed for ambient temperatures up to 40 °C (104 °F)*
- Enclosures are designed for outdoor use only
- Standard wind rating of 100 mph
- Removable enclosure panels or hinged doors provide easy GenSet access
- Fixed louvers
- Cambered roof prevents water accumulation
- Fuel and electrical stub-up area within enclosure perimeter

Refer to the GenSet Specification Sheet and the Sound Data Sheet for specific capabilities.

*GenSets with weather-protective or sound-attenuated enclosures may reduce the ambient capability by 2 to 4.5 °C (4 to 8 °F), depending on the type of enclosure and site conditions.

Housing options

- 5 kW heater
- 100A, 120/240V distro panel
- AC lights (2 X AC vaporproof)
- 120V GFI convenience receptacles (2)
- Motorized intake and discharge louvers

UL 2200 available

- External E-Stop
- High wind bracing
- DC lights w/ timer (2)
- Floor (required for non-pad or spring isolator mounting)

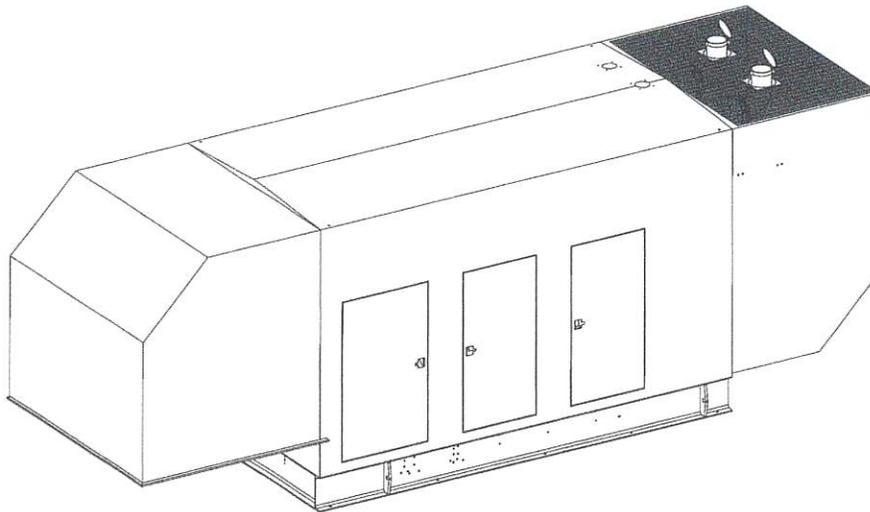


Rating (kW)	Model	Engine	Description	Outline drawing
130	C200N6	PSI 11.1L	Weather protective enclosure (upgrade from open set)	GFPC-02
130	C200N6	PSI 11.1L	Level 2 enclosure (upgrade from weather enclosure)	GFPC-02
200	C200N6	PSI 11.1L	Weather protective enclosure (upgrade from open set)	GFPC-02
200	C200N6	PSI 11.1L	Level 2 enclosure (upgrade from weather enclosure)	GFPC-02
250	C250N6	GTA855e	Weather protective enclosure (upgrade from open set)	C250N6-02
250	C250N6	GTA855e	Level 1 enclosure (upgrade from weather enclosure)	C250N6-03
250	C250N6	GTA855e	Level 2 enclosure (upgrade from Level 1 enclosure)	C250N6-03
300	C300N6	GTA855e	Weather protective enclosure (upgrade from open set)	C300N6-02
300	C300N6	GTA855e	Level 1 enclosure (upgrade from weather enclosure)	C300N6-03
300	C300N6	GTA855e	Level 2 enclosure (upgrade from Level 1 enclosure)	C300N6-03
335	C550N6	GTA38E	Weather protective enclosure (upgrade from open set)	C500N6-02
335	C550N6	GTA38E	Level 1 enclosure (upgrade from weather enclosure)	C500N6-03
335	C550N6	GTA38E	Level 2 enclosure (upgrade from Level 1 enclosure)	C500N6-03
350	C350N6	KTA19SLB	Weather protective enclosure (upgrade from open set)	GFEB-02
350	C350N6	KTA19SLB	Level 1 enclosure (upgrade from weather enclosure)	GFEB-03
350	C350N6	KTA19SLB	Level 2 enclosure (upgrade from Level 1 enclosure)	GFEB-03
400	C400N6	GTA28E	Weather protective enclosure (upgrade from open set)	C400N6-02
400	C400N6	GTA28E	Level 1 enclosure (upgrade from weather enclosure)	C400N6-03
400	C400N6	GTA28E	Level 2 enclosure (upgrade from Level 1 enclosure)	C400N6-03
400	C400D6B	QSZ13	Weather protective enclosure (upgrade from open set)	C400D6B-02
400	C400D6B	QSZ13	Level 1 enclosure (upgrade from weather enclosure)	C400D6B-03
400	C400D6B	QSZ13	Level 2 enclosure (upgrade from Level 1 enclosure)	C400D6B-03
450	C450N6	GTA28E	Weather protective enclosure (upgrade from open set)	C450N6-02
450	C450N6	GTA28E	Level 1 enclosure (upgrade from weather enclosure)	C450N6-03
450	C450N6	GTA28E	Level 2 enclosure (upgrade from Level 1 enclosure)	C450N6-03
500	C500N6B	GTA28E	Weather protective enclosure (upgrade from open set)	C500N6B-02
500	C500N6B	GTA28E	Level 1 enclosure (upgrade from weather enclosure)	C500N6B-03
500	C500N6B	GTA28E	Level 2 enclosure (upgrade from Level 1 enclosure)	C500N6B-03
550	C550N6	GTA38E	Weather protective enclosure (upgrade from open set)	C550N6-02
550	C550N6	GTA38E	Level 1 enclosure (upgrade from weather enclosure)	C550N6-03
550	C550N6	GTA38E	Level 2 enclosure (upgrade from Level 1 enclosure)	C550N6-03
600	C600N6	GTA50E	Weather protective enclosure (upgrade from open set)	C750N6-02
600	C600N6	GTA50E	Level 1 enclosure (upgrade from weather enclosure)	C750N6-03
600	C600N6	GTA50E	Level 2 enclosure (upgrade from Level 1 enclosure)	C750N6-03
650	C650N6	GTA50E	Weather protective enclosure (upgrade from open set)	C750N6-02
650	C650N6	GTA50E	Level 1 enclosure (upgrade from weather enclosure)	C750N6-03
650	C650N6	GTA50E	Level 2 enclosure (upgrade from Level 1 enclosure)	C750N6-03
750	C750N6	GTA50E	Weather protective enclosure (upgrade from open set)	C750N6-02
750	C750N6	GTA50E	Level 1 enclosure (upgrade from weather enclosure)	C750N6-03
750	C750N6	GTA50E	Level 2 enclosure (upgrade from Level 1 enclosure)	C750N6-03

Installed sound enclosure dimensions*			
Model	Length (in.)	Width (in.)	Height (in.)
C250N6	281	70	99
C300N6	281	70	99
C350N6	281	70	101
C400N6	306	90	124
C400D6B	281	70	95
C450N6	306	90	124
C500N6B	306	90	124
C550N6	341	102	136
C600N6	365	102	136
C650N6	365	102	136
C750N6	365	102	136

For detailed sound data, refer to the Sound Data Sheet for a specific model.

* All dimensions are estimated based on enclosure drawings.



Enclosure paint options

These standard enclosure colors are available as selected in Cummins pricing. All GenSet enclosures will be painted Onan Green Textured, unless otherwise ordered. Underwriters Laboratories (UL) colors noted are included in standard pricing; other colors selected for UL units would have additional charges. Contact your local sales representative for more information.



Moss Green



Cream



Sugar White



Cummins Red



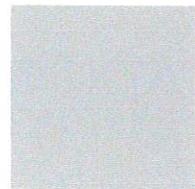
Cummins Beige (UL)



Chocolate Brown



Compartment Tan
Textured (UL)



Spectrum Gray



ANSI 61 Gray (UL)



Jet Black

Cummins Sales and Service
875 Lawrence Drive
DePere, Wisconsin 54115

cummins.com



GTA855E Sound Data 60Hz

C250N6

C300N6

Sound Pressure Levels @ 7 meters dB(A)

Configuration	Position*								8 Position Average
	1	2	3	4	5	6	7	8	
Standard unboxed with infinite exhaust	82.2	86.1	87.1	85.9	83.3	88.2	87.8	86.5	86.3
F001 weather with mounted muffler	84.2	83.8	82.1	83.9	86.3	85.3	82.3	83.9	84.2
F001 Level 1.0 with mounted muffler	75.6	74.5	74.3	75.7	74.2	77.4	76.3	76.3	75.7
F001 Level 2.0 with mounted muffler	74.0	71.9	71.5	73.0	72.4	75.5	73.4	74.1	73.4

*Position 1 faces the Generator Set (GenSet) front. The positions proceed around the GenSet in a counter-clockwise direction in 45° increments. All positions are approximately 7 m (23 ft.) from the surface of the GenSet and approximately 1.2 m (48 in) from floor level. The reference sound pressure is 20 µPa.

Sound Power Levels

Configuration	Octave Band Center Frequency (Hz)*								Sound Power Level
	63	125	250	500	1000	2000	4000	8000	
Standard unboxed with infinite exhaust	77.4	94.3	100.7	106.4	108.0	109.1	105.4	103.0	114.1
F001 weather with mounted muffler	93.5	97.9	100.7	105.9	106.3	104.7	100.3	98.3	111.8
F001 Level 1.0 with mounted muffler	85.4	94.3	98.3	102.2	102.9	100.7	95.7	91.5	108.0
F001 Level 2.0 with mounted muffler	85.2	93.8	96.9	99.3	98.4	97.0	92.1	89.7	104.9

*The reference sound power is 1 pw (10⁻¹² W).

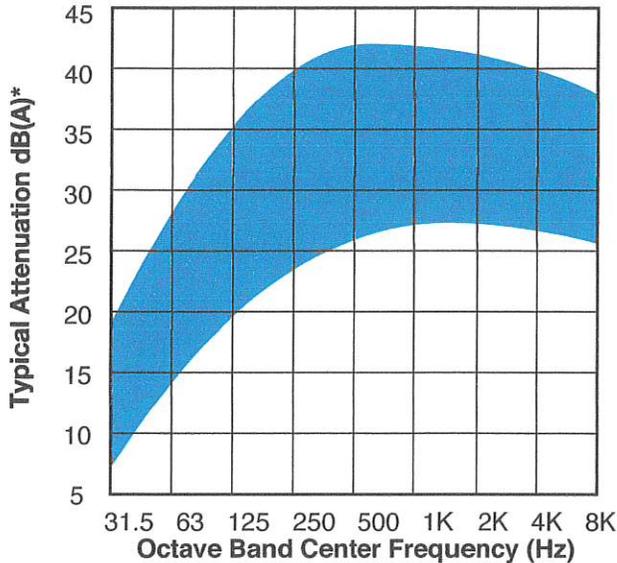
Data is based on a 100% rated load with a standard radiator-fan package.
 Sound levels are subject to instrumentation, measurement, installation, and manufacturing variability.
 The sound data for a GenSet with infinite exhaust does not include exhaust noise.

NELSON

Special "400" Level Exhaust Silencers

Typical Attenuation Curve dB(A)*

(ACTUAL ATTENUATION MAY VARY ACCORDING TO APPLICATION)



*Estimated

Application:

These silencers are recommended where ambient noise is low and a high degree of silencing is necessary.

Construction:

Aluminized Steel: Nelson Silencers through 26" O.D. are fabricated of aluminized steel as standard materials. This material has a maximum operating temperature of 1250°F.

Mild Steel/Aluminized Steel: Nelson Silencers 30" O.D. and larger are fabricated of mild steel and aluminized steel. All silencers 30" O.D. and larger have aluminized steel bodies with all other components fabricated from mild steel.

Silicone Aluminum Paint: Nelson Silencers through 26" O.D. are given a coat of high heat resistant silicone aluminum paint.

Primer/Silicone Aluminum Paint: Nelson Silencers 30" O.D. and larger are given a coat of high heat, rust inhibiting primer and then a topcoat of high heat resistant silicone aluminum paint. Physical properties are maintained up to 900°F* on aluminized steel and 1100°F* on mild steel.

Sample Specification:

The silencer is to be a Nelson Hospital "400" Level Silencer constructed of aluminized steel (26" body diameter and smaller) or mild steel/aluminized steel (larger than 26" body diameter) with all welded construction and suitable for mounting in any position. The silencer shall be complete with the following Nelson accessories:



"F" Mounting Flange:

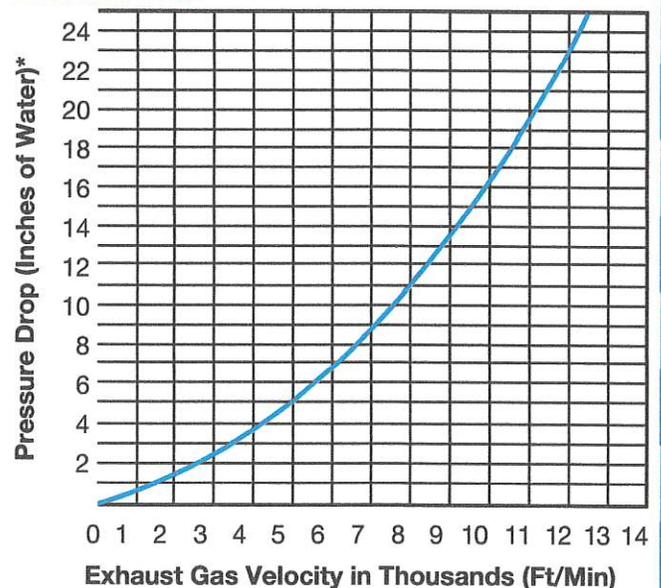
Standard in sizes 4" to 14". Drilling matches 125/150# ASA standard.

Companion flanges available for 4" to 22".

Construction Features:

Double wrapped body is standard on all "400" Level Special Silencers.

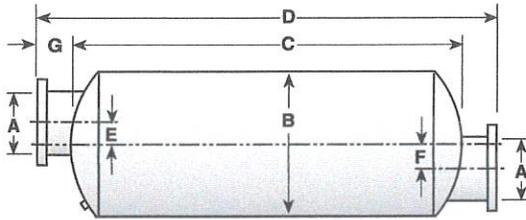
Pressure Drop



Note: When figuring pressure drop for side inlet or middle side inlet add 3" H₂O to back pressure shown on above curve.

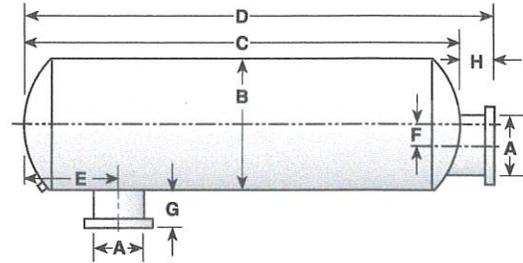
*Estimated

Type 1



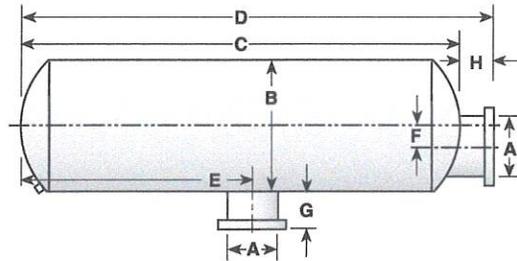
Part Number	A Nominal Inlet Diameter	B Body Dia. O.D.	C Body Length	D Overall Length	E Offset To C/L	F Offset To C/L	G Inlet Length
41440*	4.0	14.1	66.5	72.0	4.0	4.0	2.8
41450*	5.0	16.1	72.4	80.0	4.7	4.7	3.8
41460*	6.0	18.1	82.7	90.0	5.0	5.0	3.7
41480	8.0	26.1	91.7	98.9	0	0	3.6
41482	10.0	30.2	104.8	112.0	0	0	3.4
41484	12.0	36.2	130.6	137.0	0	0	3.2
41486	14.0	42.2	132.2	138.9	0	0	3.4

Type 3



Part Number	A Nominal Inlet Diameter	B Body Dia. O.D.	C Body Length	D Overall Length	E Offset To C/L	F Offset To C/L	G Inlet Length	H Outlet Length
43440	4.0	14.1	66.6	69.3	5.8	4.0	3.0	2.7
43450	5.0	16.1	72.4	77.0	6.0	4.7	4.0	3.8
43460	6.0	18.1	82.6	86.3	6.8	5.0	4.0	3.7
43480	8.0	26.2	91.8	95.5	10.9	0	4.0	3.7
43482	10.0	30.2	104.8	108.4	12.4	0	4.0	3.6
43484	12.0	36.2	130.6	133.8	14.3	0	4.0	3.2
43486	14.0	42.2	132.2	135.6	16.1	0	4.0	3.4

Type 4



Part Number	A Nominal Inlet Diameter	B Body Dia. O.D.	C Body Length	D Overall Length	E Offset To C/L	F Offset To C/L	G Inlet Length	H Outlet Length
44840	4.0	14.1	66.5	69.2	33.3	4.0	3.0	2.7
44850	5.0	16.1	72.4	76.2	36.2	4.7	4.0	3.8
44860	6.0	18.1	82.6	86.3	41.3	5.0	4.0	3.7
44880	8.0	26.2	91.9	95.5	46.0	0	4.0	3.6
44882	10.0	30.2	104.8	108.2	52.4	0	4.0	3.4
44884	12.0	36.2	130.6	133.9	65.3	0	4.0	3.3
44886	14.0	42.2	132.2	135.6	66.1	0	4.0	3.4

* Inlet and outlet offset from centerline of silencer as shown in dimension E and F.

Drains are standard on all silencers with a 9" body diameter or larger.

Note: Specifications are subject to change without notice.

Note: All dimensions are in inches.





LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map

16' x 326" Generator Location



0 106.59 Feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

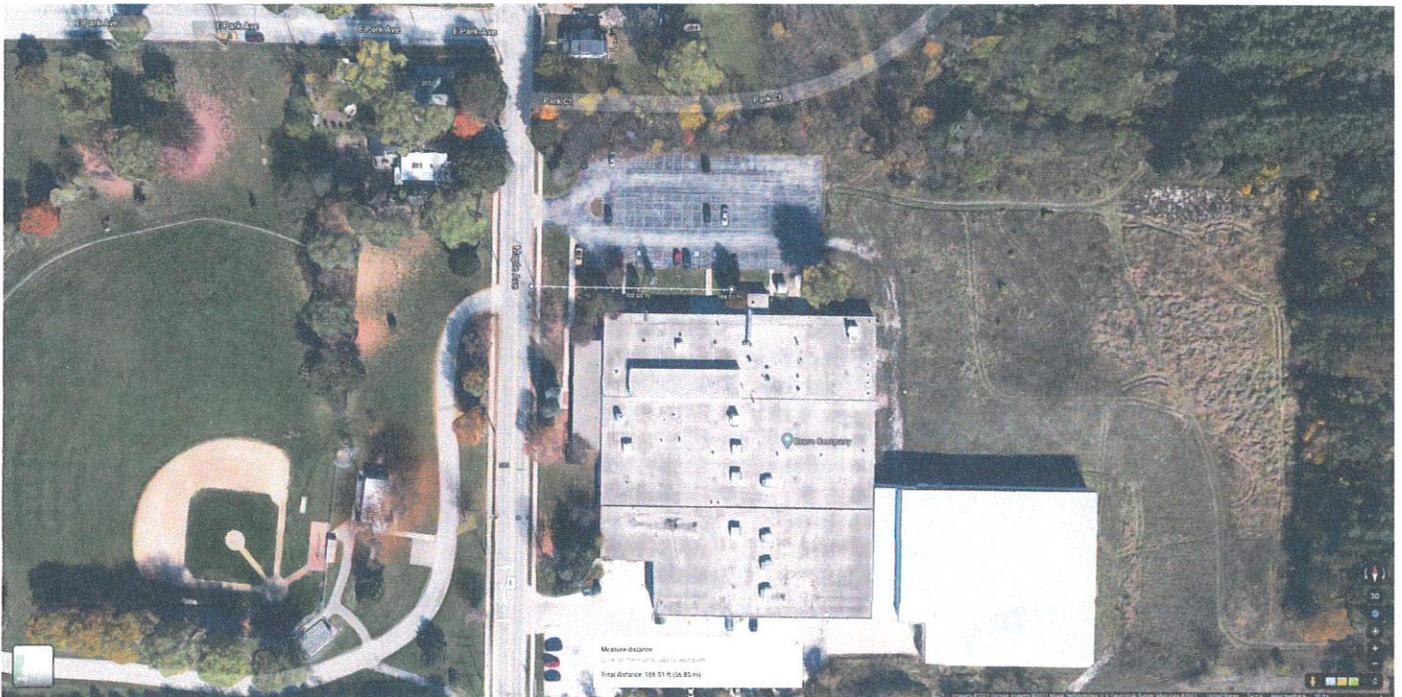
Notes:

Printed: 1/5/2021





**Approximate Measurements from Maple Ave. Curb
186'**



**Approximate Measurements from Park Ct.
144'**



Previously completed project concrete pad example



Previously completed project concrete pad example



Previously completed project concrete pad example





Previously completed project poured concrete wall example



Scott Hussinger

From: Justin Miller <justin.jmillerelectric@gmail.com>
Sent: Tuesday, January 5, 2021 11:39 AM
To: Scott Hussinger
Cc: Facilities
Subject: Braco Co. Generator

Scott,

Thank you for your time this morning.

The generator maintenance test cycle will run approximately 30-60 minutes on a weekday once a month between 11am and 1pm.

Please let me know if you have any other questions.

Thank you,

Justin Miller
Project Manager
J. Miller Electric, Inc.
C- 262 305 3858

ADDISON A BESTE AND JESSICA J
FEDENIA
478 PARK CT
HARTLAND WI 53029-3000

ANDREW J SHOAF AND MEGAN N
SHOAF
406 PARK CT
HARTLAND WI 53029-3000

ANN M CONMY AND KEVIN CONMY
435 WHITE OAK TRL
HARTLAND WI 53029-2446

AUDREY EIKEN
477 SUNSET TRL
HARTLAND WI 53029-2444

BETSY E SHURTE
203 MAPLE AVE
HARTLAND WI 53029

BYSTRZYCKI FAMILY TRUST
474 OAK RIDGE DR
HARTLAND WI 53029

CAMILLE PIERCE
192 E PARK AVE
HARTLAND WI 53029-2132

CANDICE BOOKER
305 MAPLE AVE
HARTLAND WI 53029-2114

CARLOS CONN AND KELLY CONN
309 WOODLANDS CT
HARTLAND WI 53029

CAROL A AIROLDI 1998 REVOCABLE
TRUST
425 OAK TREE CT
HARTLAND WI 53029

CAROL M BOEHM
501 SUNSET TRL
HARTLAND WI 53029-2444

CAROLE A CARLSON
483 SUNSET TRL
HARTLAND WI 53029-2444

CATHERINE C GUASTELLO TRUST
463 SUNSET TRL UNIT 3
HARTLAND WI 53029

CHARLES E AND JENNIFER HALLER
UNGER
235 MAPLE AVE
HARTLAND WI 53029

CHRISTINE SCHIMENZ
407 PARK CT
HARTLAND WI 53029-3051

CHRISTOPHER ANDREW TUMP AND
CAREY JEAN TUMP
446 PARK CT
HARTLAND WI 53029-3000

CHRISTY JOHNSON-DRAYER
492 OAK RIDGE DR
HARTLAND WI 53029-2438

CMC HEARTLAND PARTNERS
330 N JEFFERSON ST STE 305
CHICAGO IL 60661-1319

CRAIG ZAFFRANN AND CELESTE
ZAFFRANN
444 OAK TREE CT
HARTLAND WI 53029-2442

DALE AND CYNTHIA TRAFTON
REVOCABLE TRUST
W280N8142 BLACK DIAMOND CT
HARTLAND WI 53029-8428

DANIEL DROUT AND JOAN DROUT
499 WHITE OAK TRL
HARTLAND WI 53029-2446

DANIEL E & LUANE J BRAUN JOINT
REVOCALBE LIVING
493 SUNSET TRL
HARTLAND WI 53029

WEIHUA HUANG AND JOHN SKINNER JR
204 GRANARY CIR
HARTLAND WI 53029-2456

DAVID ALAN AND CHRISTINE BUSSEMA
GROTH
499 SUNSET TRL
HARTLAND WI 53029-2444

DAVID BISCHMANN AND HEIDI
BISCHMANN
205 WOODLANDS CT
HARTLAND WI 53029

DAVID J AND BARBARA A TEMPLE
601 W CAPITOL DR APT 1
HARTLAND WI 53029-1914

DAVID R MANTEY AND KARIE A MANTEY
422 PARK CT
HARTLAND WI 53029-3000

DEBRA L MORRIS
146 MAPLE AVE
HARTLAND WI 53029

DEREK J HEIN AND LAUREN J HEIN
429 PARK CT
HARTLAND WI 53029-3051

DORIS A SENGLAUB REVOCABLE TRUST
446 OAK TREE CT UNIT 81
HARTLAND WI 53029-2442

DOROTHY J GUTENKUNST REVOCABLE
TRUST AGREEMENT
315 OAK RIDGE DR
HARTLAND WI 53029

DUANE A GRIMM AND DEBRA L GRIMM
311 WOODLANDS CT
HARTLAND WI 53029-2295

DWAYNE E AND LAURA L MOSELY
301 WOODLANDS CT
HARTLAND WI 53029-2295

EDWARD MCLOONE AND MARY
MCLOONE
475 SUNSET TRL
HARTLAND WI 53029

ERIC R MARX
223 MAPLE AVE
HARTLAND WI 53029-2112

ERIN BERGET AND ADAM WEIL
470 PARK CT
HARTLAND WI 53029-3000

FB34 LLC
W136N5239 CAMPBELL CT
MENOMONEE FALLS WI 53051-7042

FRANK EMRATH AND CHRISTIE EMRATH
PO BOX 317
HARTLAND WI 53029

GALE KLATT AND THERESA KLATT
200 GRANARY CIR
HARTLAND WI 53029

GARY GREEN AND REBECCA GREEN
447 SUNSET TRL
HARTLAND WI 53029

GAVIN A TAYLOR III
517 WHITE OAK TRL
HARTLAND WI 53029-2447

GERALD V GOODRICH
439 SUNSET TRL UNIT 111
HARTLAND WI 53029

GORDON C KING AND JAYNE S KING
457 PARK CT
HARTLAND WI 53029-3051

GORDON H AND CARYLN A GILL JOINT
REVOCABLE TRUST
3178 W CROWN POINTE BLVD
NAPLES FL 34112-5432

GREGORY D MCQUESTION AND KAREN J
MCQUESTION 2012
442 PARK CT
HARTLAND WI 53029-3000

HARTLAND MAPLE PROPERTY LLC
340 MAPLE AVE
HARTLAND WI 53029-2115

HOPE L QUENTMEYER
210 MAPLE AVE
HARTLAND WI 53029

HOWARD M AND SHARON F UECKER
413 PARK CT
HARTLAND WI 53029-3051

JACOB A NEIGUM
208 E PARK AVE
HARTLAND WI 53029-2116

JAMES MILLER AND SARAH MILLER
210 GRANARY CIR
HARTLAND WI 53029-2456

JASON A DAVIS AND HEATHER DAVIS
211 MAPLE AVE
HARTLAND WI 53029-2112

JEREMY M AND SHARON L THIEDE
209 WOODLANDS CT
HARTLAND WI 53029

JOEL G JASTER JR AND JOEL G JASTER
305 WOODLANDS CT
HARTLAND WI 53029-2295

JOEL S VENTO AND SONYA S
TRUEBLOOD
303 WOODLANDS CT
HARTLAND WI 53029

JOHN AND JUDITH FINKLER
IRREVOCABLE REAL
531 WHITE OAK TRL
HARTLAND WI 53029-2447

JOHN MEISTER AND ANNA E MEISTER
479 PARK CT
HARTLAND WI 53029-3051

JOHN P BOJAR AND SARA C BOJAR
453 PARK CT
HARTLAND WI 53029

JOHN R AND KATHERINE J WEEMS
REVOCABLE
459 SUNSET TRL UNIT 2
HARTLAND WI 53029-2444

JOHN W HORNBURG AND VICTORIA R
HORNBURG
213 WARREN AVE
HARTLAND WI 53029-2119

JOSEPH BORDEN AND CAROLYN
BORDEN
216 MAPLE AVE
HARTLAND WI 53029

KAREN L SHORT
481 SUNSET TRL
HARTLAND WI 53029

KEITH W SHARER AND KATHLEEN J
SHARER
432 OAK TREE CT
HARTLAND WI 53029

KENNETH T & BONNIE J CZYZEWSKI
JOINT TRUST
457 SUNSET TRL
HARTLAND WI 53029

KEVIN J AND KELLY M SCHWARTZMILLER
465 PARK CT
HARTLAND WI 53029-3051

LAUREL J FULLER
441 SUNSET TRL
HARTLAND WI 53029

LEE AND TINA BROMBERGER
140 MAPLE AVE
HARTLAND WI 53029

LINDA A RADTKE
226 E PARK AVE
HARTLAND WI 53029-2116

LISA M ZIMMERMAN
220 E PARK AVE
HARTLAND WI 53029-2116

TRICIA L FENSKE REVOCABLE TRUST
451 WHITE OAK TRL
HARTLAND WI 53029-2446

VICTORIA WILHELM
302 MAPLE AVE
HARTLAND WI 53029

WILLIAM W AND SUZANNE ZIECHE
431 OAK TREE CT
HARTLAND WI 53029

WILLIAM P AND MARY C MCDEVITT
462 PARK CT
HARTLAND WI 53029-3000

ZIEBELL LIVING TRUST
495 SUNSET TRL
HARTLAND WI 53029

LUKO FAMILY TRUST
214 E PARK AVE
HARTLAND WI 53029

MARGARET C THOMPSON AND JOSHUA
P THOMPSON
419 PARK CT
HARTLAND WI 53029-3051

MARIE S KEPPE
428 OAK TREE CT
HARTLAND WI 53029

MARK A FINE AND KELLY R FINE
418 PARK CT
HARTLAND WI 53029-3000

MARK M BAHR AND KRISTAN J BAHR
403 PARK CT
HARTLAND WI 53029-3051

MARK WOLF AND LYNNE SCHREIBEL
JOINT
533 WHITE OAK TRL
HARTLAND WI 53029-2447

MARY BETH TRENTADUE
203 GRANARY CIR
HARTLAND WI 53029

MARY KAY HAMMES
467 WHITE OAK TRL
HARTLAND WI 53029-2446

MARY V KALLENBACH 2001 TR DTD 12-
28-01
465 SUNSET TRL
HARTLAND WI 53029-2444

MATTHEW J DUVAL AND MARY J DUVAL
464 OAK RIDGE DR
HARTLAND WI 53029-2438

MATTHEW R WESLEY AND KATRINA P
WESLEY
474 PARK CT
HARTLAND WI 53029-3000

MICHAEL BRUCE AND KERRY BRUCE
469 WHITE OAK TRL
HARTLAND WI 53029

MICHAEL L ZAMIATALA
319 MERTON AVE
HARTLAND WI 53029-1814

MICHAEL R & FAYE J GUNDRUM LIVING
TRUST
217 MAPLE AVE
HARTLAND WI 53029

PATRICIA M LEICHTFUSS SURVIVORS
TRUST U-A DATED
462 OAK RIDGE DR
HARTLAND WI 53029-2438

PATRICK SHAW AND DEBORAH SHAW
206 GRANARY CIR
HARTLAND WI 53029

PAUL TESCH AND LAURA TESCH
212 GRANARY CIR
HARTLAND WI 53029

PETER J VAN ERMEN REVOCABLE
RESIDENCE TRUST
203 WOODLANDS CT
HARTLAND WI 53029-2296

PETER AND BARBARA WEGMANN
453 WHITE OAK TRL
HARTLAND WI 53029

PHYLLIS J FLORY REV LIV TRUST
434 OAK TREE CT
HARTLAND WI 53029

RALPH PIEHL AND SARAN PIEHL
203 WARREN AVE
HARTLAND WI 53029

RANAE ZAUTCKE STAVISH
515 WHITE OAK TRL
HARTLAND WI 53029-2447

RANDAL D SLOBODNIK
437 WHITE OAK TRL
HARTLAND WI 53029-2446

RANDY B AND KELLY L M NEWMAN
456 PARK CT
HARTLAND WI 53029-3000

RICHARD PAULLIN AND SUSAN PAULLIN
236 MAPLE AVE
HARTLAND WI 53029

RICHARD RICCO AND OPHELIA RICCO
458 OAK RIDGE DR
HARTLAND WI 53029-2438

ROBERT A ROSENBERG AND KELLY M
RENZ
454 PARK CT
HARTLAND WI 53029-3000

ROBERT F LESTINA
469 PARK CT
HARTLAND WI 53029-3051

ROBERT J & GILLIAN B HOLLISTER JT REV
TRUST
482 OAK RIDGE DR
HARTLAND WI 53029

ROBERT TOTH AND PEGGY TOTH
202 GRANARY CIR
HARTLAND WI 53029

RODNEY L & PATRICIA M PODSZUS
2016 LIVING TRUST
490 OAK RIDGE DR
HARTLAND WI 53029-2438

ROGER L VIEL
433 OAK TREE CT
HARTLAND WI 53029-2442

RYAN J SANDBERG
200 E PARK AVE
HARTLAND WI 53029-2116

TIMOTHY J & VICTORIA J OPALEWSKI
402 PARK CT
HARTLAND WI 53029-3000

SCOTT S SAUER AND SARA M SAUER
208 GRANARY CIR
HARTLAND WI 53029-2456

SHEAMUS MCFADDEN REVOCABLE
TRUST
501 WHITE OAK TRL
HARTLAND WI 53029-2447

STEVE GRALL AND JANE GRALL
437 PARK CT
HARTLAND WI 53029-3051

STEVEN EBERLE AND CHRISTINE EBERLE
204 MAPLE AVE
HARTLAND WI 53029

STEVEN J AND ELISA D FILIPP
450 PARK CT
HARTLAND WI 53029-3000

STONEKING TRUST
476 OAK RIDGE DR #3
HARTLAND WI 53029-2438

SUSAN J HOFF AND SANDRA J
WORKENTINE
426 OAK TREE CT
HARTLAND WI 53029-2442

SUSANNE S RUMPF
207 WOODLANDS CT
HARTLAND WI 53029-2294

TERENCE W AND ANA M STICKELMAIER
222 MAPLE AVE
HARTLAND WI 53029-2113

TERRY D CISLER AND BARBARA
AHLSCHEWEDE CISLER
483 WHITE OAK TRL
HARTLAND WI 53029-2446

TERRY L AND AMY M STELPFLUG
W289N4795 WILD ROSE CT
HARTLAND WI 53029-2289

THE DIANA M LIRETTE REVOCABLE
TRUST
485 WHITE OAK TRL
HARTLAND WI 53029-2446

THE JOHN A AND LOIS M CULLEN
REVOCABLE TRUST
480 OAK RIDGE DR
HARTLAND WI 53029-2438

THE MARK E BRAUN AND SUSAN E
BRAUN LIVING TRUST
427 OAK TREE CT
HARTLAND WI 53029-2442

THE PRISCILLA M BOHACHEK
SURVIVOR'S TRUST
445 SUNSET TRL
HARTLAND WI 53029-2444

THOMAS FLYNN AND CYNTHIA FLYNN
498 OAK RIDGE DR
HARTLAND WI 53029

THOMAS AND MEGAN JACOBSON
198 GRANARY CIR
HARTLAND WI 53029-2456

THOMAS AND MARY STAWICKI
225 WARREN AVE
HARTLAND WI 53029

TIMOTHY D FENNER AND PATRICIA M
FENNER
313 OAK RIDGE DR
HARTLAND WI 53029-2426

VINCENT AND MARLENE MILLEVOLTE
311 MAPLE AVE
HARTLAND WI 53029

TIMOTHY M ROFRITZ AND TINA K
SCHULTZ
228 MAPLE AVE
HARTLAND WI 53029

WILLIAM J WALDERS AND ELIZABETH M
FOWLER
414 PARK CT
HARTLAND WI 53029-3000

TRUST AGREEMENT OF STEPHEN AND
KATHLEEN WIPERT
456 OAK RIDGE DR
HARTLAND WI 53029-2438



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: January 18, 2021
Village Board Item Number: 7	Date: January 25, 2021
Submitted By: Kelli Yogerst, Recreation Director	
Subject: Approval of the firework contract between the Village of Hartland and Five Star Fireworks Co. for the 2021 Hartland Hometown Celebration's firework show.	

Details:
Attached is the 2021 contract from Five Star Fireworks for the 2021 Firework show for Hartland's Hometown Celebration. The show is scheduled to be held on Friday, June 25, 2021. Raindate being Saturday, June 26, 2021.

Executive Recommendation:
Agree to the contract.

Financial Remarks:
The cost for the 2021 show is \$17,000. The 2021 Budget for the fireworks is \$17,000.

Options & Alternatives:
None at this time.

FIVE STAR FIREWORKS CO.

Mystic Fireworks, Inc., d/b/a Five Star Fireworks

P. O. Box 143

Oconomowoc, WI 53066-0143

Telephone (262)569-7820; Cell (262)490-4164

THIS AGREEMENT is made this 9th day of January, 2021, between:

**Mystic Fireworks Inc. d/b/a
FIVE STAR FIREWORKS CO.**

- and -

CUSTOMER, Village of Hartland, 210 Cottonwood Avenue Hartland, WI 53029

Customer agrees to engage Mystic Fireworks, Inc. d/b/a Five Star Fireworks, (“Five Star”) to shoot a fireworks show (“Show”) on June 25, 2021 at Nixon Park.

Customer agrees to pay Five Star the total price \$17,000.00, subject to modification for changes in the show for the labor, shooting and furnishing of fireworks for the Show referenced above.

A non-refundable down payment of \$4,500.00 shall be made upon the signing of this Agreement. The remaining amount is due July 14, 2021.

Five Star and the Customer agree as follows:

FIREWORKS EXHIBITION TERMS AND CONDITIONS

1. **Parties.** This contract engages the services of Five Star to produce and perform pyrotechnic displays for the Customer as referenced above.

2. **Product.** Five Star agrees to furnish to Customer a fireworks display Show containing the fireworks indicated on the attached Exhibit “A” which is a list of the purchased fireworks to be used for the Show.

3. **Supply.** In the event any of the fireworks listed in Exhibit “A” should not be available through no fault of Five Star, Five Star reserves the right to substitute said fireworks with comparable fireworks without further notice. Any said substitutions will be of equal or greater value to Customer and will not affect the “look” or “feel” of the Show.

4. **Date.** The date of the Show shall be for June 25, 2021.

5. **Weather.** In case of inclement weather, the displays will be rescheduled for June 26, 2021. In the event inclement weather forces the cancellation of the Show and said Show is not rescheduled, Customer shall pay a restocking charge of 15% of the cost of the Show with the remaining down payment refunded to Customer.

6. **Financing/Sponsorship.** Should a Customer lose funding for the Show or a sponsor of the Show withdraws funds, the Customer must give written notice of same to Five Star indicating what amount of funds were lost and what is the new budget for the Show. Notice must be received before the

end of April of the year the Show is to be produced. The Customer will have the following options:

- a. **Cancellation.** If the funds available for the Show are less than the amount necessary to conduct a reasonable Show, then the contract for that year may be canceled. If the Customer has additional years remaining on its contract, then the Customer must make all reasonable efforts to secure financing for the remaining Shows. Cancellation of the contract due to lack of funds does not free or allow Customer to search out other fireworks companies to shoot the Show.
- b. **Reorganization.** After informing Five Star of the loss of funds, Customer can arrange with Five Star reorganization the Show given the new amounts available. If notice is received less than thirty (30) days prior to the Show, any cancellation or change will be disallowed. Five Star reserves the right to refuse reorganization of the Show based on its own judgment of the facts in any given situation.

7. **Personnel.** Five Star shall provide qualified personnel who will handle the delivery, set-up and execution of the display fireworks, as well as appropriate clean-up satisfactory to the Customer of the shoot display area. Said personnel are under the sole and direct control and supervision of Five Star. Any changes in the Show or information regarding the Show on the date of the Show must be referred to the site supervisor.

8. **Safety.** Five Star shall take all safety precautions with respect to the Show, shall comply with all safety measures required by the Contract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property at the Show. The following provisions are also necessary for the safety of the Show:

- a. **Area.** Customer shall provide Five Star with sufficient area as defined by Five Star to shoot said Show in a safe and reasonable manner in accordance with NFPA guidelines and standards.
- b. **Police and Fire.** Customer shall provide all necessary police and fire personnel, This includes, but is not limited to contact with the police and fire departments in the area, providing access to fire suppression equipment and water.
- c. **After-Show Inspection and Clean-Up.** Five Star will, in a manner consistent with best practices in the industry conduct a search of the grounds after the Show, and the following morning in an effort to dispose of any unexploded shells and for a general clean-up of the area. The extent of this inspection and clean-up may be affected by other commitments, inclement weather, or other unforeseeable circumstances, including, but not limited to; fire, lighting, rain, snow, or any other factors that hamper its after-show inspection and clean-up.

9. **Non-Assignment.** Five Star shall not assign or sub-let this Contract, or any part thereof, and shall not assign any money due or to become due hereunder without first obtaining the written consent of the Customer hereto.

10. **Compliance.** Five Star shall comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations effective where the work under this Contract is to be performed.

11. **Permits.** Village of Hartland will be responsible for obtaining all necessary permits for the Show. Failure to obtain permits may result in cancellation of the Show.

12. **Entire Agreement.** This Agreement constitutes the entire Contract of the parties. It is expressly agreed that no statement, arrangement, or understanding, oral or written, express or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Customer and Five Star warrants that the person executing this Agreement, and any subsequent change orders, has legal authority to do so. Customer acknowledges the review and approval of the entire Agreement before execution. This Agreement is not assignable by either party without the other's consent.

13. **Debt or Obligations.** Each party shall be solely responsible for its separate debts and obligations.

14. **Payment.** The cost of the display shall be \$17,000.00, and the cost for \$2,000,000.00 liability insurance is included, for a total amount due of \$17,000.00, plus sales tax, if applicable. At the time of the signing of this Contract, the Customer shall pay the non-refundable deposit in the amount of \$4,500.00. The remaining balance shall be due July 14, 2021. A 5% financing charge shall be applied on the unpaid balance each month until the receipt by Five Star of any unpaid balance.

15. **Indemnification. Mystic Fireworks, Inc. and Five Star Co.** each shall indemnify Customer against all liability to any person for or by reason of any condition, whether defective or otherwise, of any fireworks, apparatus, equipment, or fixtures furnished by Five Star in connection with the Show, and against all liability to any person for or by reason of any act of omission of Five Star or any of its agents or employees. Mystic Fireworks, Inc. and Fire Star Fireworks Co. each shall name the Village of Hartland, its officers, employees and agents as additional insured and shall provide a policy endorsement evidencing same not less than 90 days before the start of the Show.

16. **Severability.** The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provisions.

17. **Access.** Customer agrees to maintain access for Five Star to the display area, to keep the site free from obstructions, and to obtain permission for Five Star to gain access through any property as necessary to facilitate the shooting of the Show. Customer shall be solely responsible for all risk, shall hold Five Star harmless and free of liability, and shall compensate for any damage or costs arising out of such access or the failure to maintain access.

18. **Insurance.** Five Star shall maintain workers compensation and general liability insurance (in an amount of \$2,000,000.00), as necessary, either through itself or its parent company, Five Star Fireworks, Corp. and shall name the Village of Hartland as an additional insured.

19. **Alternative Dispute Resolution.** In the event that either party requests, in writing, that a dispute relating in any way to this Agreement be resolved by mediation, the other party to this contract *may* proceed to mediate the dispute prior to filing a lawsuit any mediator or group that the parties can mutually agree to.

20. **Waiver.** Customer's commencement of litigation against Five Star for breach of contract or other dispute(s) prior to providing the notice required above, shall be deemed a waiver of any and all claims Customer may have had against Five Star for breach of contract or other dispute(s).

21 **Acceptance.** In executing this Agreement, Customer represents that Customer has the necessary financial resources to fulfill its obligations under this Agreement; and each party represents the person signing on its behalf has the legal authority to execute this Agreement.

By signing this Agreement, Customer represents and warrants that: (1) they have the authority to execute this Agreement for the Show; and (2) they have reviewed and approved the Agreement and the attached Exhibit "A." This Agreement shall become binding on Five Star and Customer upon signing below.

Submitted by Five Star:

By: _____ Date: January 9, 2021
Tim Heinecke, President

The undersigned Customer certifies that he/she has carefully read this entire Agreement before signing below and acknowledges receipt of a copy of the entire Agreement at the time of signing.

Accepted by Customer:

By: _____ Date: _____

Accepted by Five Star:

By: _____ Date: _____
Tim Heinecke, President

Hartland

Home Town Celebration

June 25, 2021

GRAND OPENING

300 BRIGHT SILVER TAILS TO MIXED PEONYS

MAIN EVENT

10 **THREE INCH FLASH SALUTES**
Salutes will be used to signal the open of your show
and will continue throughout the program.

120 THREE INCH SMART STAR COLOR DISPLAY SHELLS

36 THREE INCH DELUXE PYRO DISPLAY SHELLS

30 THREE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS

50 THREE INCH YOUNG FENG DISPLAY SHELLS

50 THREE INCH CROWN PYRO DISPLAY SHELLS WITH TAILS

Three inch display shells include: Colored Diadems, Crossett's, Tiger Tails, Sneaking Peony's, Bright Stars, Dark Peony's, Mixed Gamboges, White Willows, Strobes, Colors to Crackling, Dahlias, and Coconut Pistols to name a few.

FINALE

200	1 INCH MIXED ASSORTED COLOR STROBES
200	1 ½ INCH SILVER/GREEN BLINK TO WILLOW
200	1 ½ INCH GLITTER CROWN TO FALLING LEAVES
200	1 INCH BRIGHT DIAMONDS IN THE SKY
300	1 ½ INCH BROCADE KING WITH TIME RAIN
300	1 ½ INCH RED, WHITE, AND BLUE TAILS TO REPORT
200	1 ½ INCH TITANIUM SALUTES WITH REPORT
200	1 ½ INCH COLOR TAILS TO DIADEMS
25	TWO AND A HALF INCH MIXED TAIL TO REPORT
25	TWO AND A HALF SPIDER SHELLS WITH CRACKLE
60	THREE INCH DELUXE FINALE COLOR SHELLS WITH TAILS
100	THREE INCH SILVER CROWN FINALE SHELLS
72	THREE INCH KAMURION FINALE SHELLS
60	THREE INCH GOLD CROWN RAIN FINALE SHELLS
100	THREE INCH FINALE COLOR SHELLS AND SALUTES

The conclusion of your show will consist of more than 2,200 shells to end the show on an extremely dramatic note!

HARTLAND SPECIAL EFFECTS

250	1 INCH CRACKELING COCONUT WITH TAIL
250	1 ½ INCH COLOR COCONUTS WITH CRACKLE
300	1 ½ INCH MIXED MINE WITH REPORTS
300	1 ½ GOLDEN BLINK WILLOW TO MIXED STAR
200	1 ½ INCH “FAN” CRACKEL MINE TO CRACKLE WILLOW
200	1 INCH “FAN” BLUE TO BROCADES
200	1 ½ INCH MIXED CHRYSANTHEMUMS
200	1 ½ INCH RED TAIL TO WHITE GLITTER WILLOW
1800	FAN SHAPE DAHLIAS WITH COLOR TAILS
300	1 INCH FAN SHAPE GOLDEN KAMARUO SHELLS
200	1 INCH BROCADE KING TO LOUD REPORT

Special effects will be presented as 11 special segments throughout your show

The length of this show will be 25 minutes duration.
Program Exhibit “A”

Display Budget \$17,000.00



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 1/20/2021
Village Board Item Number: 8	Date: 1/25/2021
Submitted By: Dave Felkner, Utility Supervisor	
Subject:: Hydro Corp Cross Connection Renewal Propossal	

Details: The Village of Hartland is required by the Wisconsin DNR to inspect and comply with the state code for cross connection and back flow prevention. We hired Hydro Corp in 2018 to perform the initial 2 year inspections. In 2018 the cost was \$206 per unit. The renewal cost for the next two years is \$133 per unit. The DPW recommends hiring Hydro Corp for a two year renewal cost of \$22,416.00.

Financial Remarks: The two year contract for \$22,416.00 is budgeted under the account #620-53700-923.

Options & Alternatives:

Executive Recommendation: We recommend renewing the proposal for Hydro Corp Inc. to completed cross connection and backflow inspection for 2021 and 2022 for the sum of \$22,416.00.

PROPOSAL

CROSS-CONNECTION CONTROL SERVICES

Village of Hartland

210 Cottonwood Ave
Hartland, WI 53029

November 13th 2020

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



Cross-Connection Control /

Backflow Prevention

Water Meter Change Out & Installation
Services

Legionella Prevention & Control

Water System Surveys / Flow Diagrams

Pipe System Mapping & Labeling

Regulatory Compliance Assistance /
Documentation



CORPORATE OFFICE
5700 CROOKS RD SUITE 100
TROY MI 48098
800.315.4305 TOLL FREE
262.264.6402 PHONE

PROJECT CONSULTANT: Craig Wolf
612-850-8939 CELL
cwolf@hydrocorpinc.com EMAIL



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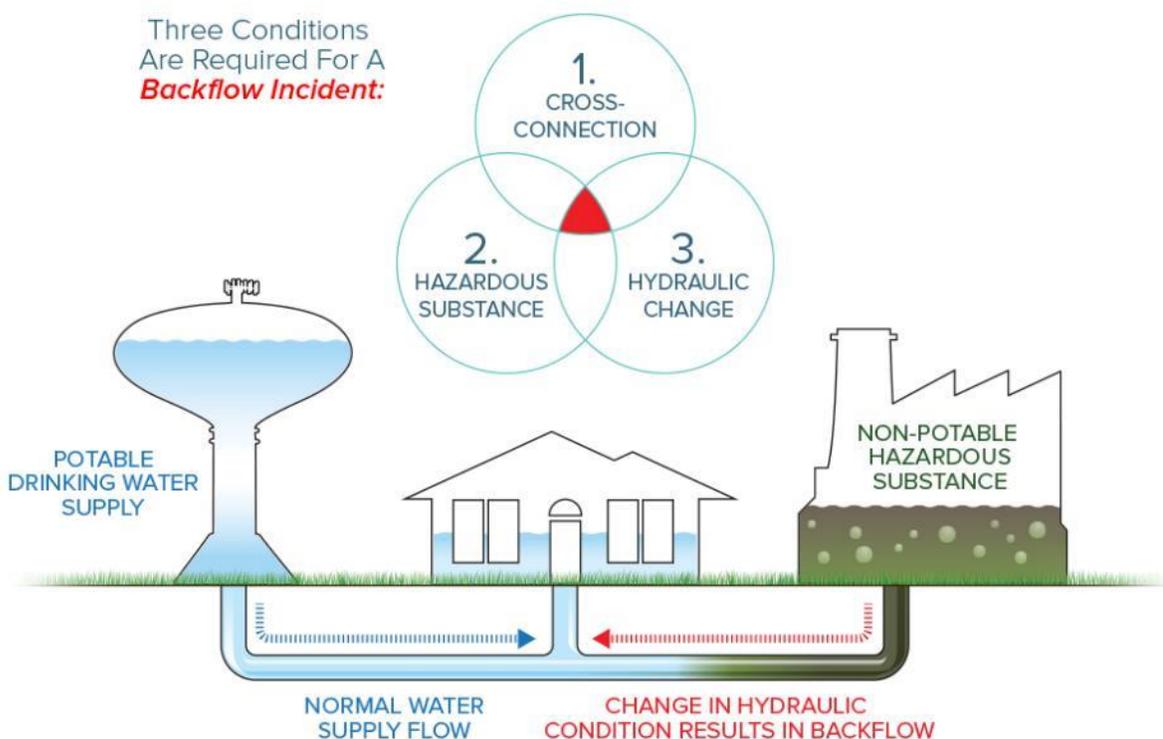
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1. INTRODUCTION

1.1. Definitions

- Backflow – the undesirable reversal of flow of liquid, gas or other substance in a piping system.
- Backflow Preventer – an assembly, device, or method that prevents backflow.
- Cross-Connection – an actual connection or a potential connection between any part of a potable water system and any other environment that would allow substances to enter the potable water system.
- Cross-Connection Control – a program to eliminate cross-connections or to prevent them from causing a public health threat.
- Cross-Connection Control Survey – the review of the plumbing system to determine the existence of potential or actual cross-connections and to assess the degree of hazard of protected and unprotected cross-connections.



1.2. Common Cross-Connection Hazards

- Garden Hose connections with missing backflow preventers.
- Water Softener discharge lines directly connected to drain piping.
- Boilers with missing or inappropriate backflow preventers.
- Improperly installed or Backflow Prevention Assemblies missing test documentation.

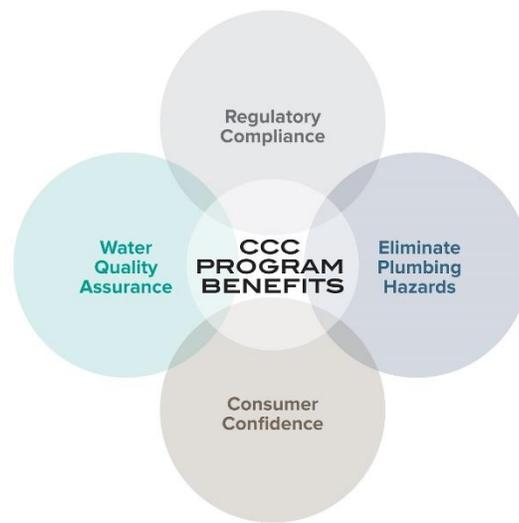


- Toilets with faulty or unapproved anti-siphon fill valves.
- Lawn Irrigation systems with missing or inappropriate backflow preventers.
- Restaurant equipment connected to water supply with missing backflow preventers.
- Dental office equipment with missing backflow preventers.
- Fire Sprinkler systems with missing or inappropriate backflow preventers.
- Chemical mixing systems in janitorial closets with missing backflow preventers.

2. PROJECT WORK PLAN

2.1. Purpose of a Cross-Connection Control Program

- Protect the water supply from backflow & public health and safety.
- Comply with state and local regulations (WI-DNR 810.15).
- Minimize risk and liability.
- Eliminate hazardous cross-connections to the drinking water supply.

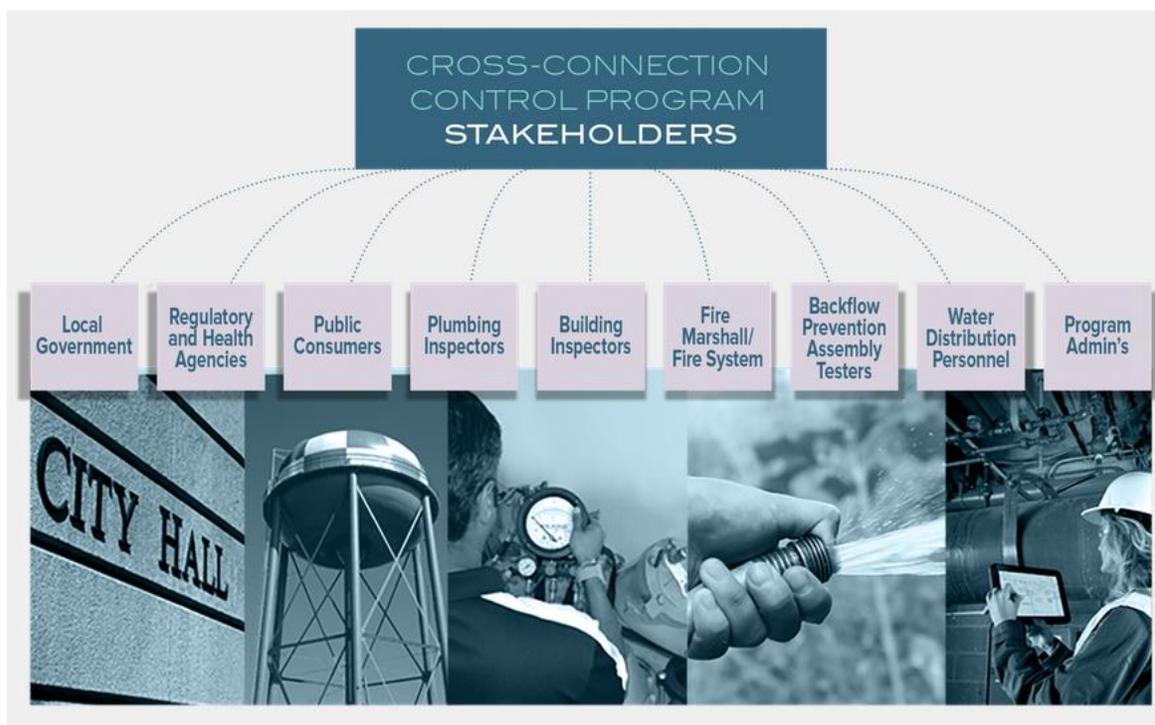


2.2. Meeting the Cross-Connection Control Program Objectives

- Providing cross-connection consultation to the **Village of Hartland**.
- Developing a written comprehensive Cross-Connection Control Plan.
- Routinely inspecting water customers for cross-connections or potential cross-connections.
- Maintaining cross-connection control records.
- Notifying water customers of violations and corrective action instructions.
- Providing water customer non-compliance status to the water utility.
- Providing public education.

2.3. Stakeholders

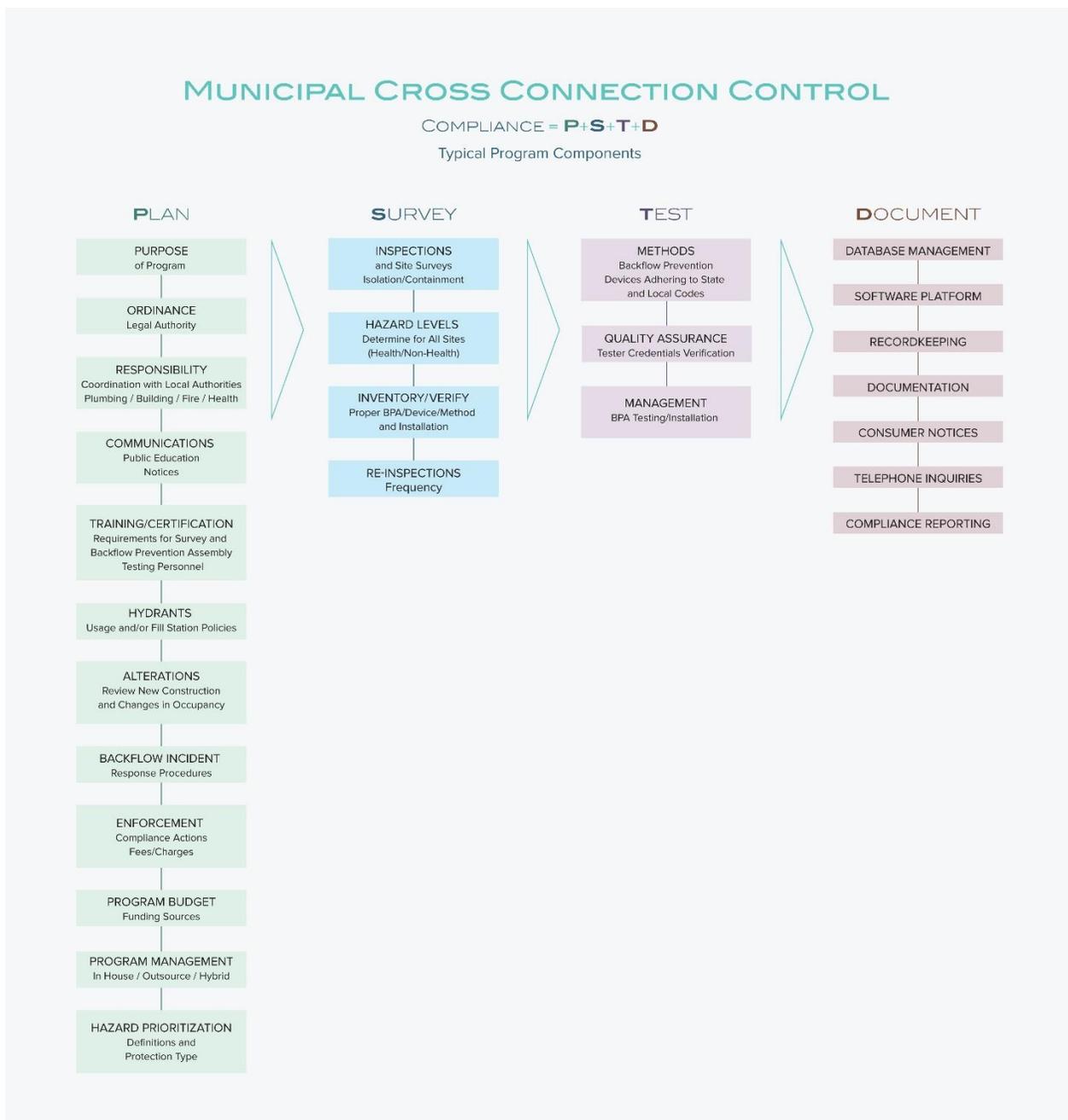
HydroCorp recognizes that many different stakeholders will be affected by a Cross-Connection Control Program. The following chart illustrates the various agencies, internal staff and external people that have an impact on overall program success and compliance.



HydroCorp strives to maintain a good working relationship and clearly communicate the goals of a Cross-Connection Control Program with all of the above stakeholders. We understand that our staff interaction in the community and with regulatory agencies is an extension of your positive community image. HydroCorp has maintained an excellent working relationship with local Mayors, City Managers, plumbing and building officials, health inspectors and others in order to provide them with a simple and clear understanding of the impact of a Cross-Connection Control program, regulations and the need to protect the drinking water supply from contamination.



2.4. Cross-Connection Control Plan Components





3. CROSS CONNECTION INSPECTION PROCESS

3.1. Inspections/Surveys

The water connections and plumbing systems of all water customers or accounts shall be initially inspected for the presence of cross connections. As a result of the initial inspection, a detailed record of each account shall be established.

Inspections shall consist of entering a facility from the point where water service enters the facility (usually the meter) and tracing the piping to each end point of use. Using standardized inspection forms, the inspector shall identify and note the location and nature of any direct and potential cross connections, location and details of backflow prevention devices & assemblies, and other pertinent program information. Inspectors having proper identification shall be permitted to enter the building/premises at reasonable times for the purpose of cross connection inspections. If the inspector is refused proper access or if customer plumbing is untraceable, the Village will assume a cross connection is present and take the necessary action to ensure the public water supply is protected.

The highest priority for inspections shall be placed on facilities that pose a high degree of hazard, that have a high probability that backflow will occur, or are known/suspected to have cross connections.

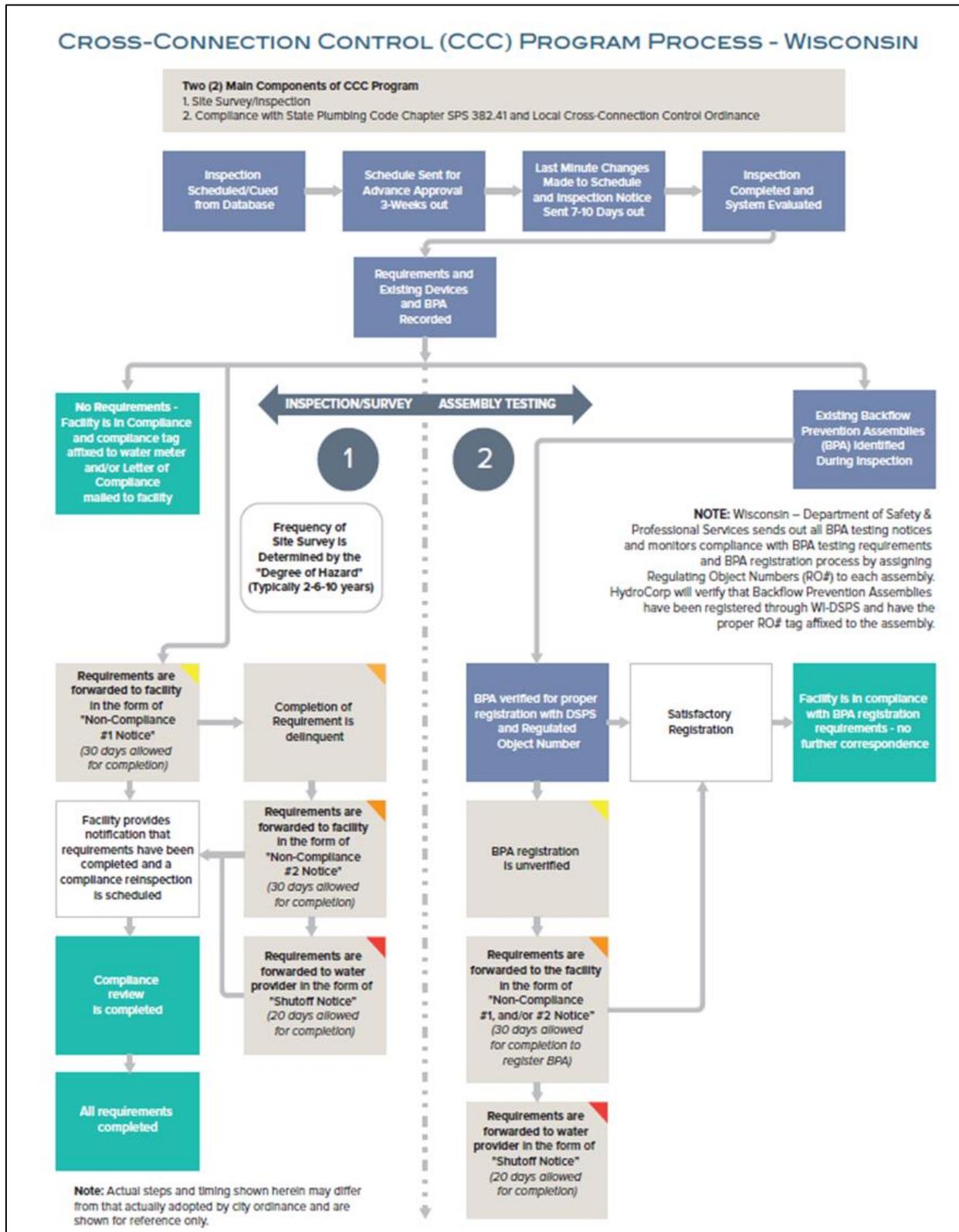
Once initial inspections are complete, a re-inspection frequency shall be determined for each account based on the degree of hazard/risk and potential for backflow in accordance with the requirements of the Village of Hartland Cross-Connection Control Plan. Accounts with an alternative frequency will require DNR Approval in writing. If requested, HydroCorp will develop an alternative frequency inspection schedule on behalf of the water utility and submit to DNR for final approval.

3.2. Definitions

- Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard is assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
- Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (Re-Inspection cycle/frequency to be determined when Plan is developed).

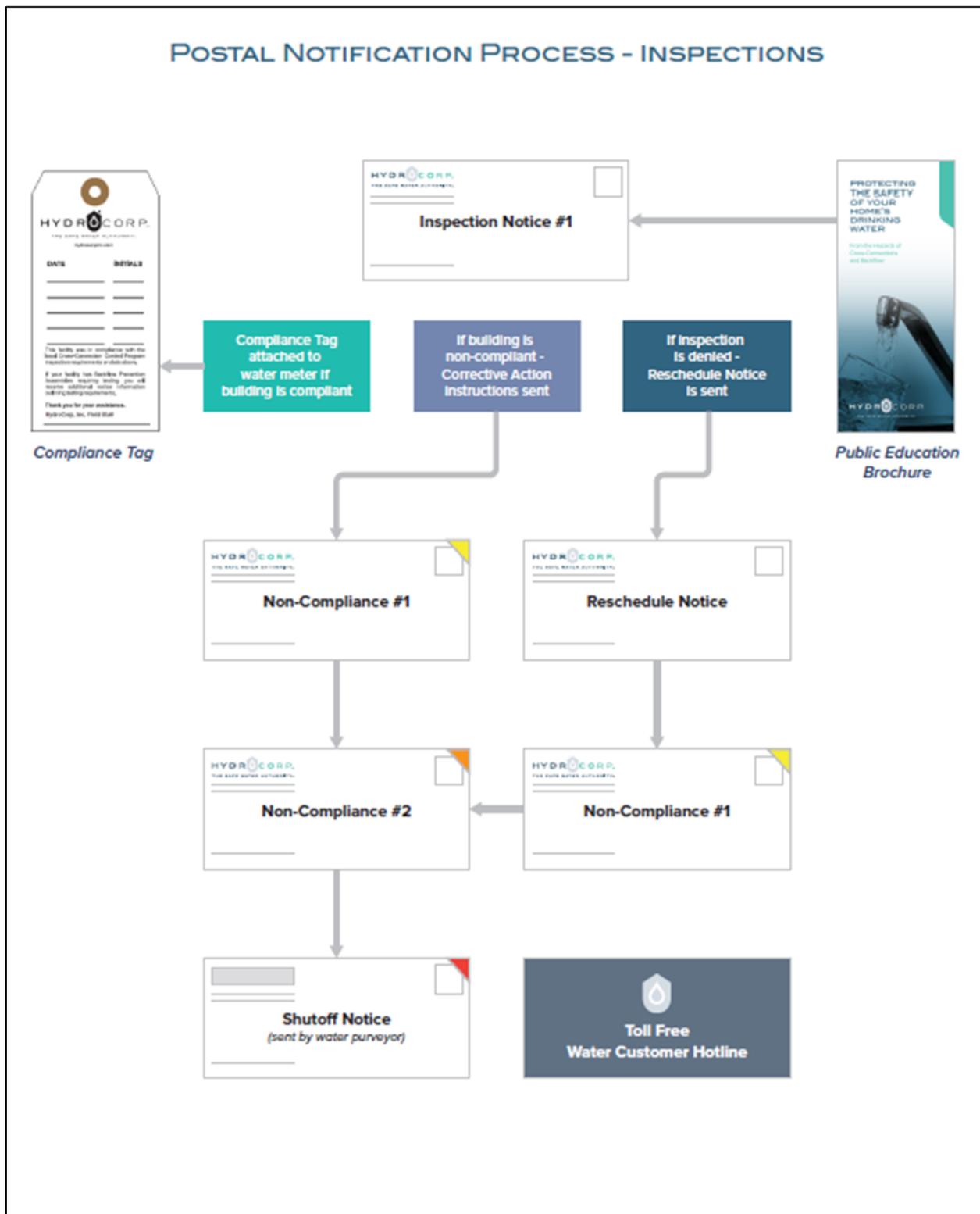


3.3. CCC Program Process





3.4. Postal Notification Process - Inspections





4. WATER CUSTOMER CARE AND ADMINISTRATION PROCESS

4.1. Program Data

The most critical element of a Cross-Connection Control Program is data integrity. Without accurate data, the Cross-Connection Control program will experience customer service, administrative, and reporting issues and also result in field survey inefficiencies.

4.2. Database Software

HydroCorp utilizes a proprietary software program – HydroSoft™ to manage Cross-Connection Control Program data. All program data captured shall remain the property of the Village of Hartland. All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall.

Standard reports include the following:

- Inspections scheduled, completed, overdue and compliance status
- Custom queries, data exports and reports as needed
- DNR Annual Report

4.3. Information Technology (I/T)

HydroCorp has a dedicated team member responsible for Information Technology (I/T) infrastructure for internal (staff) needs as well as external (client) communication and reporting needs. We also have a dedicated person responsible for new client start up and database implementation in order to insure we have the most accurate information possible at any given point in time.

We have continually invested in both hardware infrastructure (Network Servers, Client Workstations, Firewalls and Tablet P.C.'s for Field Inspectors) and software in order to leverage technology in the workplace and to improve customer service and assist in lowering our costs to our clients. HydroCorp has a contracted service agreement with a local I/T Company that performs monthly routine system maintenance and monitors our infrastructure/servers for optimum performance and reliability.

4.4. Program Data Backup and Storage

All of our Client Data is secured on our Application Server, which is behind both a Hardware and a Software Firewall. The Application Server is backed up twice a day. 5 copies of the backup are then created and stored at 3 separate locations. 3 of the 5 backup copies are stored locally. One is on the application server itself, one is on our File server, and one is backed up to a Network Attached Storage (NAS) device. Having 3 local backup copies stored on the different machines means that in the unlikely event of a hardware malfunction, we can recover the data very quickly. Additionally, we backup the data to our backup server located in our Corporate Office, and we employ a secure on-line backup service that stores 2 copies of our backup at two independent locations.



4.5. Public Awareness Education

In the initial implementation phase of the Cross-Connection Control Program, Public Education on the topic should remain in the community spotlight. HydroCorp will provide a specialized speaker to participate/present at a town hall/public meeting engagement if requested. Press release information will be offered in digital format to the Village of Hartland for local distribution to local media resources & website if requested. Further, public education brochures will be available in electronic format for download and can be posted on the Village of Hartland web site.



Further Public Education resources including brochures and video files can be found at <http://www.hydrocorpinc.com/resources/links/>



5. EXECUTIVE SUMMARY, PROJECT FEES/COST

Based on your current program, HydroCorp™ will provide the following services to the **Village of Hartland**. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the **Village of Hartland** with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (DNR) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the **Village of Hartland** and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- A. Perform inspections of 168 Non-Residential water services within the Village served by the public water supply for cross-connections.
- B. Inspections will be conducted in accordance with the DNR Water Bureau Cross Connection Control regulations. Inspectors will survey exposed piping and utilize Isolation/Point of Use inventory method of surveying as supported by the State of Wisconsin Plumbing Code – SPS 382.41.
- C. HydroCorp will document existing backflow prevention devices and assemblies and verify proper installation and/or suggest corrective actions if devices and/or assemblies need to be installed to prevent cross-connections. Documentation to include make, model, size, manufacturer, serial number, location and regulated object number if applicable. In lieu of surveying residential kitchens and bathrooms, an educational brochure will be provided as allowed by DNR regulation NR 810.15.
- D. Notify each building owner prior to each inspection via postal letter with opportunity to schedule a specific time of inspection via the Hydro Designs Inc. Provide ongoing support for water customer scheduling and questions via the Hydro Designs Inc. WI office toll free 800# phone line, fax, or email.
- E. Provide Water Utility and building owner with a detailed corrective action report for each non-compliant facility, in most cases, water utility personnel can perform effective follow up compliance inspections.
- F. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of corrective action(s) requirements, and general customer service and program education inquiries by an individual trained in Cross-Connection Control Program Management.
- G. Generate and document the required program data and compliance status using proprietary Software Data Management Program. Submit comprehensive management reports on a quarterly basis and prepare the State of Wisconsin, DNR Water Bureau Annual Cross Connection Control Program Activity Report.
- H. Conduct an annual review meeting to discuss overall program status and recommendations.
- I. Assist the Village with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- J. Provide ongoing support via phone, fax, internet, text or email.



PRICING/PROPOSED FEES

HydroCorp to complete inspections, appointments, customer care service and program administration.
Compliance/follow up inspections and administration related to compliance/follow up inspections included.

PRICING:

_____ **Initial Inspections of 168 non-residential services connections.**

_____ **\$22,416.00 dollars.**

HydroCorp will invoice monthly in equal installments upon receipt of signed contract/agreement

Submitted by: HYDROCORP- CORPORATE OFFICE- 5700 CROOKS RD SUITE 100 TROY MI 48098

Craig Wolf | 612-850-8939 | cwolf@hydrocorpinc.com

Accepted by:

X _____

Village/Utility Representative (Signature)

Date

Printed Name / Title



6. BACKGROUND

6.1. The HydroCorp Promise

HydroCorp is the Safe Water Authority.™ It is our duty to provide the most precise and comprehensive technical services in the industry. It also means delivering those services with expert knowledge, professionalism, and sensitivity to budgets and schedules – the highest standard of water safety oversight, combined with the highest value.

The Result – Your water system is compliant. Your risk and exposure are reduced. Your water – and your people – are protected.

6.2. Company Overview

- Founded in 1983 and incorporated in 1988.
- The firm has grown from two employees to a staff of over 40 full time associates in multiple states. Average tenure with the company is 7 years and employee turnover is less than 10%.
- HydroCorp Conducts over 25,000 on site, Cross-Connection Control Inspections **annually**.
- HydroCorp provided Cross-Connection Control Program Management Services to over 240 communities in several states including: Michigan, Wisconsin, Delaware, Maryland, Virginia, Florida and Minnesota. We still have our first customer!
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), and American Society for Sanitary Engineering (ASSE). We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp staff and company are active members in many water industry associations including:
 - American Water Works Association (AWWA) | AWWA – Wisconsin Chapter
 - National Rural Water Association (NRWA) | Wisconsin Rural Water Association
 - American Public Works Association (APWA)
- HydroCorp is not a Plumbing Company and does not utilize existing staff to perform backflow prevention assembly testing, repair or plumbing related services.



6.3. Office Address & Contact Information

Regional Office:	HYDROCORP – MIDWEST OFFICE 2665 S MOORLAND RD SUITE 209 NEW BERLIN WI 53151
Contact:	Craig Wolf
Telephone:	612-850-8939
Email:	cwolf@hydrocorpinc.com
Corporate Office: (Remit to Address)	HYDROCORP – CORPORATE OFFICE 5700 CROOKS ROAD SUITE 100 TROY MI 48098
Telephone:	800.690.6651 or 248.250.5000
Legal Status:	S-Corporation, 1988 E.I.D. 38-2810008
	



WI Office (Above) Corporate Office (Below)



7. PROJECT REFERENCES

- a) City of Marshfield, 1210 S Oak St, Marshfield, WI 54449 | John Richmond, Water Utility Manager, john.richmond@MarshfieldUtilities.org | 715-898-2170
- b) City of Chetek, 1125 Railroad Ave., Chetek, WI 54728 | Dan Knapp, Director-Public Works, chetekcs@chibardun.net | 715-924-4236
- c) Sturgeon Bay Utilities, 230 E. Vine St, Sturgeon Bay, WI 53235-007 | Cliff White, Superintendent, cwhite@wppienergy.org | 920-746-2820



8. PROJECT TEAM QUALIFICATIONS

Corporate Officers



Larry J. La Bute, Founder & CEO - Chairman of the Board of Directors. Mr. La Bute founded the company in 1983 to improve the safety of drinking water systems. He graduated from Oakland University with a B.S. in Management and received his Master's degree from S.S. Cyril & Methodius Seminary. Prior to founding HydroCorp, Mr. LaBute successfully founded and ran a water treatment equipment manufacturing company for 12 years.



Mark L. Martin, CPA & Chief Financial Officer. Mr. Martin joined HydroCorp in early 2007 and is a seasoned business executive experienced in working with growing small and mid-size companies across a broad range of industries. Mark received a B.S. in Accounting from Michigan State University in 1980 and is also a 10-year board member of Haiti Outreach Mission.



Glenn Adamus, COO. A member of the HydroCorp team for the past fourteen years, Glenn has managed various water quality analysis projects related to process water and potable water systems on HydroCorp's behalf, including Stage 2 DBPR, Lead and Copper Rule, water distribution system/quality characterization studies, water main/system disinfections, legionella risk assessment and monitoring, and industry compliance monitoring. He has also performed and managed numerous cross connection control surveys/consulting projects for large industry and public water systems throughout the United States.



Paul Patterson, Senior Vice President. Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the implementation of a stateside installation Cross-Connection Control Program. Paul is an ASSE Certified Instructor for Backflow Assembly Testing Certification and regularly presents at regional water industry association conferences.



Staff Bios Continued



Dave Cardinal, Vice President, Municipal Division. Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction. He is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. Dave is an ASSE Certified Instructor for multiple ASSE Certifications related to Cross-Connection Control and Backflow Prevention. Dave also has been a speaker at numerous Water Industry Conferences.



Craig Wolf, New Cross-Connection Control Program development in the Midwest Region. Since 2009 at HydroCorp, he was responsible for identification of hazards and deficiencies and determining proper recommendations for over 130 municipal client cross-connection control programs in Wisconsin. He also generated inspection reports and protection recommendations for over 3,000 individual facility surveys of cross-connections. Certified by ASSE for Cross-Connection Control Surveying, Craig applies years of field experience to offering solutions for public water systems that are cost effective. In the past 4 years, Craig has been focused on client retention efforts, and developing new Cross Connection Control Programs for Municipal Water Systems around the region.



Ryan Hensley, Administrative Account Manager – Municipal Division. As an Administrative Account Manager Ryan Hensley is responsible for providing administrative support to field surveyors, regional managers and division directors with all components associated with managing a comprehensive cross connection control program, in addition to providing highest level of customer service to our municipal clients. Ryan has been a member of the HydroCorp team for over 10 years and is an ASSE 5150 certified Backflow Prevention Program Administrator.

He is an advanced user of the HydroSoft data management program & responsible for providing day to day tech support to the entire staff and external clients. Ryan also assists in the planning, testing & training of HydroSoft for clients and end users.

Field Inspectors/Surveyors/Technicians

HydroCorp invests continuously in educational training and development of its team members. All of the HydroCorp Field Inspectors assigned to this project are certified in Cross-Connection Control Surveying and Backflow Prevention Program Management through one the following programs:

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this January 1st 2021 by and between the Village of Hartland organized and existing under the laws of the State of Wisconsin, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities



- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Wisconsin Department of Natural Resources (DNR) Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program. (Note: WI Department of Safety & Professional Services (DSPS) manages backflow prevention assembly testing notification and compliance.)
- Maintain program to comply with all DNR regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** **The Village** will provide up to six (6) ASSE approved hose bib vacuum breakers or anti-frost hose bib vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner's expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform **(168) Initial inspections** over a **two (2)** year contract period. *Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of onsite inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CODE.** HydroCorp will assist in compliance with DNR and Wisconsin Administrative Code cross connection control program requirements for all commercial, industrial, institutional, multifamily and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to WI-DNR for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately 168 cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **January 1st 2021** and end **two (2) years** from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew under the same terms of this Agreement for two (2) consecutive one (1) year periods. Base Compensation increases will be equal to CPI at the time of extension or 3%, whichever is less.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$934.00** per month, **\$11,208.00** annually for a **two (2)** year contract period totaling **\$22,416.00**.
- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not



made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Wisconsin Public Records Law, Chapter 19, Wis. Stats. HydroCorp agrees to make available for inspection and copying all records (as defined in sec. 19.32 (2), Wis. Stats.) in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp’s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
- 5.3 HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage’s and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker’s Compensation/ Employer’s Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given



to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

- 5.4 UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.
- 5.5 RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.
- 5.6 ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.
- 5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.
- 5.8 WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 5.9 ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.11 AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.12 GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin
- 5.13 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.14 NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:



If to HydroCorp:

HydroCorp
c/o Craig Wolf
5700 Crooks Road, Ste. 100
Troy, MI 48337
(612) 850-8939

If to Utility:

Village of Hartland
210 Cottonwood Ave
Hartland, WI, 53029

- 5.15 SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Village of Hartland

By:
Title:

HydroCorp



By: Craig Wolf



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.



January 14, 2021

Mr. Tim Rhode
Village Administrator
Village of Hartland
210 Cottonwood Avenue
Hartland, WI 53029

Re: Paradise Trails
Letter of Credit Reduction #1

Dear Mr. Rhode:

We have reviewed Neumann Developments, Inc. request to reduce the letter of credit for Paradise Trails by \$680,950.00. This request was accompanied by a certification from the Developer's Engineer stating the work completed, an estimate of the dollar value of the work completed to-date of the request and that the work has been completed in a good and workmanlike manner, and in compliance with the Plat and applicable plans and specifications.

We agree with this request and recommend that the Village Board reduce the current Letter of Credit amount of \$923,806.00 to \$242,856.00. This recommendation is based upon receipt of the Developer Engineer's certification as well as visual observations that Ruekert & Mielke, Inc. staff have conducted during construction. The remaining Letter of Credit is reasonable based upon the remaining dollar value of work to be completed.

The Developer has delivered to the Village, photocopies or originals of lien waivers showing that all work in place for which the reduction in security is requested, has been fully paid for or that mechanic's or other liens have been waived.

If you or any staff member should have any questions regarding this, please feel free to contact me at (262) 542-5733.

Respectfully,

RUEKERT & MIELKE, INC.

Peter W. Gesch, E.I.T.
Project Engineer
pgesch@ruekertmielke.com

PWG:pwg
Enclosure(s)

cc: Ryan Bailey, Village of Hartland
Dave Felkner, Village of Hartland
Mike Gerszewski, Village of Hartland
Darlene Igl, Village of Hartland
Ryan T. Amtmann, P.E., Ruekert & Mielke, Inc.



January 8, 2021

Village of Hartland
Attn: Tim Rohde
210 Cottonwood Ave
Hartland, WI 53029

We all agree that the attached work described in the project draw for ~~Overlook~~^{Paradise} Trails dated through period 1/8/21 has been completed.

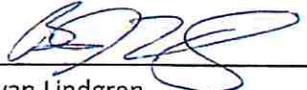
We also agree that:

- 1) Dollar Value of work is accurate.
- 2) Work has been completed in a good and workmanlike manner in compliance with the Plat and Applicable plans and specifications
- 3) No Liens will attach to this site.
- 4) The dollar value of the work yet to be completed is reasonable.

We would like to ask at this time that you perform an inspection (if needed) and grant us a reduction in our letter of credit amount of \$680,950.00, which will leave a new balance of \$242,856.00. We believe that the work completed meets the requirements for substantial completion and would like request this full reduction along with the commencing of the 14 month guarantee period

Please send a letter to Ms. Mandy Henning, Midland States Bank, 110 S Fifth Street, Effingham, IL 62401 referencing Letter of Credit No. 1010037277 authorizing her to reduce the letter of credit to \$242,856.00.

Sincerely,

X 
Bryan Lindgren
Neumann Developments Inc.

X 
Josh Pudelko
Trio Engineering LLC

Paradise Trails Phase 1

35 Units

Hartland, Wisconsin

LOC Reduction Request #1

Description	Contractor	Contract Amount	C.O. To Date	Contract to Date	Tot. Comp. & Stored T.D.	Retain	Total Earned Less Retain	Previous Payments	Current Draw	Net Due
Erosion Control & Seeding	Blaze Landscaping	\$ 70,470		\$ 70,470	\$ 51,820.00	\$ -	\$ 51,820.00	\$ 51,820.00		\$ 18,650
Grading	Super Western	\$ 223,394		\$ 223,394	\$ 208,478.00	\$ -	\$ 208,478.00	\$ 208,478.00		\$ 14,916
Sanitary Sewer	DF Tomasini	\$ 36,180		\$ 36,180	\$ 36,180.00	\$ -	\$ 36,180.00	\$ 36,180.00		\$ -
Water Service	DF Tomasini	\$ 35,505		\$ 35,505	\$ 35,505.00	\$ -	\$ 35,505.00	\$ 35,505.00		\$ -
Storm Sewer	DF Tomasini	\$ 83,349		\$ 83,349	\$ 83,349.00	\$ -	\$ 83,349.00	\$ 83,349.00		\$ -
Curb and Paths	Stark Paving	\$ 47,856		\$ 47,856	\$ 47,856.00	\$ -	\$ 47,856.00	\$ 47,856.00		\$ -
Paving	Stark Paving	\$ 273,085		\$ 273,085	\$ 156,175.00	\$ -	\$ 156,175.00	\$ 156,175.00		\$ 116,910
							\$ -	\$ -		\$ -
Totals		\$ 769,839	\$ -	\$ 769,839	\$ 619,363.00	\$ -	\$ 619,363.00	\$ 619,363.00		\$ 150,476
	20% of Contract	\$ 153,968	\$ -	\$ 153,968						
	Total LOC	\$ 923,806	\$ -	\$ 923,806						
	Total LOC Reduction	\$ 680,950								

Minimum Letter of Credit amount prior to Binder/Substantial Completion is equal to 100% of uncompleted items plus 10% of completed improvements \$ 212,411.80

Minimum Letter of Credit amount to be kept for 14 months post Binder/Substantial Completion is equal to 100% of uncompleted items plus 10% of Total LOC **\$ 242,856**



SUPER WESTERN, INC.

An Equal Opportunity Employer

WAIVER OF LIEN

December 29, 2020

For value received, I/we hereby waive all rights and claims for lien on land and on buildings about to be erected, being erected, erected, altered or repaired and to the appurtenances thereunto, for: Paradise Trails LLC (Owner), by: Super Western, Inc (Contractor), for: Labor, equipment, and/or materials same being situated in Waukesha County, State of Wisconsin, described as:

Paradise Trails Condominiums Subdivision SWI #20-02-015

for all labor performed, and for all material furnished for the erection, construction, alteration or repair of said buildings and appurtenance of \$248,598.22 upon receipt of the same. Through payment application 3 dated 12/21/2020

Mary Ellen Blaver Super Western, Inc

CONDITIONAL PARTIAL WAIVER OF LIEN RIGHTS

TO ALL WHOM IT MAY CONCERN:

The undersigned ("Contractor") is a subcontractor, materialman or other person furnishing services or labor or material in the construction or repair of improvements upon real estate owned by Pine Ridge Estates WEst, LLC ("Owner") and described as follows:

Paradise Trails Condominium Subdivision
Hartland, WI

Upon receipt by (Contractor) Stark Pavement Corporation of a check from Neumann Developments in the sum of \$ 126,683.76 and when the check has been paid by the bank upon which it is drawn, the undersigned does:

(i) hereby waive, release and quitclaim in favor of the owner or owners of said real estate and in favor of each and every party making a loan on said real estate, as improved and his or its successors and assigns, all right that the undersigned may have to a lien upon the land and improvements above described; and

(ii) hereby release Neumann Developments, its officers, shareholders, directors, members, employees, agents, assigns, predecessor-, successor-, affiliated-, subsidiary-, and parent corporations (and the officers, directors and employees of such corporations) from any and all claims, counterclaims, demands, causes of action, obligations, damages and liabilities of every kind arising out of or relating to the transactions, goods, or services provided to or for the benefit of or pursuant to agreement with Neumann Developments prior to the date of hereof.

IT IS UNDERSTOOD AND AGREED THAT WAIVER AND RELEASE IS FOR ALL SERVICES RENDERED, WORK DONE AND MATERIAL FURNISHED PRIOR TO THE DATE HEREOF and is for all such services rendered, work done and material furnished for the particular project indicated above.

Nothing in the Partial Waiver of Lien Rights shall waive or otherwise affect lien rights for retainage now being held by Neumann Developments for labor or work performed and/or material furnished prior to 11/30/2020.

Additionally, the undersigned agrees to serve a new Notice of Furnishing if the undersigned furnishes additional material or performs additional labor or work on or to the aforementioned project after the date hereof, and for which the undersigned wishes to reserve lien rights against said project.

Total Amount Received to Date on Contract: \$ --
Thru Pay Application # -- Dated --

THE INDIVIDUAL SIGNING THIS LIEN WAIVER ON BEHALF OF THE UNDERSIGNED WARRANTS THAT HE/SHE HAS FULL AUTHORITY TO EXECUTE THIS LIEN WAIVER.

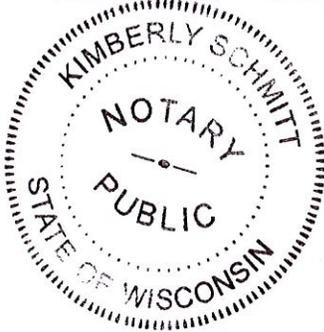
Dated this 5th day of January, 2021.

Contractor: Stark Pavement Corporation

By: *[Signature]*

STATE OF Wi)
) SS:
COUNTY OF Waukesha)

Subscribed and acknowledged in my presence as being the free and voluntary act and deed of Stark Pavement Corporation for the use and purposes therein mentioned on the 5th day of January, 2021.



Kimberly Schmitt
Notary Public 1/17/2022

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to

Paradise Trails, LLC on the job of Paradise Trails
(Owner) (Name)

located at: Paradise Trails, Hartland, WI
(Job Description)

and does hereby release any mechanic's lien, stop notice, or any bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress for labor, services, equipment, or materials, furnished to owner through Pay App #2 dated 11/30/20 only, and does not
(Date/Invoice or Pay Application #)

cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use the conditional release form.

Company: D.F. Tomasini Contractors, Inc.
(Company Name)

By:  Date: 12/8/2020
(Signature)

Kirk Dexheimer, President
(Name and Title)

WAIVER OF LIEN

For value received, we hereby waive **FULL** rights and claims for lien on land and on buildings about to be erected, being erected, altered or repaired and to the appurtenances thereunto,

For NEUMANN COMPANIES INC. owner,
by BLAZE LANDSCAPE CONTRACTING, INC. contractor,
for EROSION CONTROL
same being situated in WAUKESHA County, State of Wisconsin,
described as:

PARADISE TRAILS

for all labor performed and for all material furnished for the erection, construction, alteration or repair of said building and appurtenances, **in full**.



1/14/2021

SIGNATURE

DATE



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 1-20-20221
Village Board Item Number: 10	Date: 1-25-2021
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and possible action to authorize staff to issue a RFP (Request for Proposals) for legal services.	

Details: The Village received our annual Engagement Letter from Von Briesen and Roper, the Village Attorney. The letter establishes the 2021 terms and fees for service. Following the board's directive, professional service agreements are requested to be added to the Village Board agenda for review and action. The Village Board directed staff at the December 28th Village Board meeting to create an RFP process for attorney services.

The Village currently works with both Attorney de la Mora and Attorney Koehnke. Attorney de la Mora has worked with the Village for many years as our Village Attorney.

Key Dates in this proposed RFP process:

January 26, 2021 – Proposals distributed.

February 17, 2021 by 4:00 PM – Proposals due to Village Hall.

February 24, 2021 – Firms notified if selected for interview. The initial review of RFP's and selection for interview will be completed by a combination of Staff and Elected Officials.

March 8, 2021 @ 7:00 PM – Village Board interviews selected firms following the regular meeting business which begins at 7:00 PM. Final selection may occur this evening, or, if necessary, completed at subsequent Board meeting.

Financial Remarks: The Village receives monthly invoices for legal services. Those invoices are reviewed by staff and approved by the Village Board monthly. The majority of the legal services fees for 2020 were billed back to developers for the creation of the PUD documents. The Village budgets annually \$50k for Village legal services.

Options & Alternatives: This document is the RFP outline, and the Village Board could adjust the document or time table or process.

Executive Recommendation:

Review and Discuss the draft proposed RFP process for attorney services.

VILLAGE OF HARTLAND



REQUEST FOR PROPOSALS AND QUALIFICATIONS MUNICIPAL ATTORNEY SERVICES

The Village of Hartland, Waukesha County, WI is requesting proposals from legal firms or private practice attorneys to provide contract legal services and prosecutorial services to the Village. The successful firm(s) must be able to provide a designated individual to serve as Village Attorney and/or Village Prosecutor.

DESCRIPTION

The Village of Hartland desires to solicit proposals from firms who are interested in providing general contracted legal services and prosecutorial services. The successful applicant will provide the Village these services from April of 2021– March of 2023. Future contracts will depend on the firm's performance in the above stated period. Services may include, but will not be limited to those listed in the Scope of Services.

ABOUT THE VILLAGE OF HARTLAND

The Village of Hartland is located in western Waukesha County, about a twenty minute drive west of the City of Milwaukee. It is in the heart of southeastern Wisconsin's Lake Country and is the home to nationally ranked schools, a desirable downtown experience for dining and shopping, the Bark River and Ice Age Trails and many recreational and community events. It is right in the middle of the Milwaukee-Madison corridor along Interstate Highway-94, which is one of the fastest growth areas in the State of Wisconsin.

Hartland has seen steady growth in the 2000's although it physically does not have much more room to grow. Its estimated our current population of 9,293. According to the US Census Bureau, the Village has a total area of 5.17 square miles, of which 5.12 miles is land and 0.05 miles is water. Hartland's median household income in 2017 was \$74,707.

The Village's downtown encompasses a business improvement district that was established in 2007(for more information, www.downtownhartland.com.) The Hartland Chamber of Commerce has been serving the community since 1950 and is another key partner with the Village in its economic development efforts (www.hartland-wi.org).

Generally, the Village Board meets at 7:00 PM on the second and fourth Monday of each month (more frequently as needed). Plan Commission is held on the third Monday of the month. Other standing committees are held as needed at other times during the month. The municipal court is held on the first Friday of each month at 8:15 AM.

A. SCOPE OF SERVICES

The Village Attorney serves as chief legal advisor for the Village of Hartland. The work may include but not be limited to the following:

Village Attorney Services to be Provided

- 1). Serve as the legal advisor to the President, Village Board and officials of the Village and represent the Village in legal matters as required. When requested by authorized personnel, the attorney shall give written legal opinions on a wide variety of issues.
- 2). Function as legal advisor to the various Village committees, boards and commissions as required. Attendance is expected at all meetings of the Village Board and Planning Commission. It is not expected at Zoning Board of Appeals or other committee meetings unless requested.
- 3). Draft or review ordinances, resolutions, bonds, contracts, development agreements and other instruments as may be required by Village officials.
- 4). Represent the Village as needed concerning court actions, handling matters on the Village's behalf before state administrative commissions, preparation of pleadings and briefs, trial of court cases, preparation of legal opinions, and handling real estate transactions brought before the Village.
- 5). Appraise Village officials as needed about changing laws and other legal matters that may be of interest and/or concern to the Village.
- 6). Conduct other legal matters as determined by the Village (may include, TIF, economic development, land use, real estate, etc.).
- 7). Provide the President and Village Board with guidance as to Robert's Rules of Order and related procedural matters at Village Board meetings
- 8). Exclusions and Reservations
 - a. Bond counsel is not to be included as a part of this request for proposal.
 - b. The Village reserves the right to employ any legal counsel when there is a conflict of interest or if an attorney with special expertise in a given area is needed such as labor/personnel matters. A determination as to when this should occur shall be at the sole discretion of the Village Board.

Village Prosecutor Services to be Provided

The Village Prosecutor is a professional, specialized position serving as prosecutor before the Lake County Municipal Court in Oconomowoc and, on occasion, Circuit Court.

- 1). Prosecute local ordinance cases before the municipal court and circuit court including the conducting of pre-trial conferences as necessary, as well as any jury trials and handle appeals from such decisions.
- 2). Answer correspondence and telephone inquiries regarding Municipal Court matters, including inquiries from Village personnel, defendants, victims, and witnesses.

B. REQUIREMENTS/EXPECTATIONS

The Village Attorney will be required to attend, when requested, Village Board meetings held on the 2nd and 4th Monday of every month and will be required to attend Planning Commission meetings held on the 3rd Monday of every month, as necessary. Various committee meetings held throughout the year may require attendance.

The Village Attorney is expected to assist the Village Administrator, Clerk, Finance Director, Public Works Director, Police Chief, Fire Chief and other village Management, and the Village Board when necessary.

The Village Attorney will be expected to understand and interpret the Village's ordinances and zoning code, working with other Village staff and the Village Board to maintain compliance.

C. QUALIFICATIONS

The Village of Hartland expects that, at a minimum, the firm must meet and demonstrate the following requirements:

- 1) Be licensed to provide legal services in the State of Wisconsin
- 2) Effectively demonstrate experience with municipal law of similar size and scope of services being requested.
- 3) Assign the Village a WI licensed attorney who has a minimum of three years of municipal representation.
- 4) Demonstrate experience with TIF districts and economic development.

D. RESPONSE CONTENTS

At a minimum, the proposal should include the following information:

- 1) Profile and history of yourself and/or your firm including attorneys in the firm and a list of the principals. **Indicate the attorney(s) who will be responsible for work with the Village.**
- 2) A listing of all current municipal government clients including the name and telephone number of the client contact.
- 3) Current fee schedule. Indicate whether the fee schedule varies for different types of legal work or by attorney.
- 4) The fee proposal should clearly state if the fee schedule is based on a flat retainer fee or a combination retainer/hourly arrangement. Please describe the parameters and charges, with specific attention given to the scope of services that would be included and excluded from the retainer. **(Note: The Village currently uses a hourly flat rate fee arrangement and would desire this type of proposal be submitted as an option for Board consideration.)**
- 5) The Village seeks a two-year agreement with the selected firm(s) and proposals should reflect a two-year service contract quote with the ability to terminate upon 60 days written notice given by the Village Board or the Village Attorney and/or Prosecutor.

E. Evaluation Criteria

Submittals will be evaluated based on the following criteria by Staff and Elected Officials:

- A. Qualifications and experience of the attorney and/or firm in working with municipal governments.
- B. Experience and availability of staff assigned to serve the Village.
- C. Scope and cost of services
- D. Interviews.
- E. References.

The selection team will be made up of Staff and Elected Officials. The team will rank the firms based on the evaluation criteria. Finalist will be invited to attend the Village Board meeting on March 8th, 2021 at 7:00 PM. The Village Board will have final approval of appointment of a law firm. Appointment may occur when a negotiated contract has been tentatively agreed upon by both parties.

F. CONTRACT

The municipal legal services agreement will be in the format that is agreed upon between the Village Board and the selected firm. The agreement will be from April 2021 – March 2023.

G. SUBMISSION/TERMS AND CONDITIONS

1). The Village of Hartland reserves the right to reject any and all responses, to waive informalities, and has the right, at its sole discretion, to accept the submittal it considers most favorable to the Village's interest.

2). The Village reserves the right to request clarification of the information submitted and to request additional information of one or more applicants.

3). All costs associated with the preparation of a submission in response to this request shall be the responsibility of the attorney/firm submitting.

4). Four (4) hard copies and one electronic copy (PDF format via e-mail or flash drive) of the attorney's/firm's proposal must be submitted.

5). Submittals must be signed by the proposing attorney or a qualified representative of the proposing firm. All submittals shall become the property of the Village. No public opening of proposals will be held.

Submit proposals on or before 4:00pm on February 17, 2021 to:

Village of Hartland
ATTN: Tim Rhode
210 Cottonwood Ave
Hartland, WI 53029

Questions may be directed to Tim Rhode at 262-367-2714.

Tentative Selection Process / Schedule

The following tentative schedule will be followed for selection for attorney services (however the Village may make changes to the timetable and proposed process at its discretion):

- A. January 26, 2021 – Proposals distributed.
- B. February 17, 2021 by 4:00 PM – Proposals due to Village Hall.
- C. February 24, 2021 – Firms notified if selected for interview. The initial review of RFP's and selection for interview will be completed in combination of Staff and Elected Officials.
- D. March 8, 2021 @ 7:00 PM – Village Board interviews selected firms following the regular meeting business which begins at 7:00 PM. Final selection may occur this evening, or, if necessary, completed at subsequent Board meeting.
- E. April 1, 2021 -Term of appointment commences.



**Village of Hartland
Administration**

210 Cottonwood Ave, Hartland, WI 53029
www.villageofhartland.com

Committee: Village Board	Date: 11-20-2021
Plan Commission Item Number: 11	Date: 1-25-2021
Submitted By: Tim Rhode, Village Administrator	
Subject: Discussion and possible action on Arrowhead Campus and Arrowhead land annexation.	

Details:

Arrowhead High school is requesting a direct annexation from the Town of Merton to the Village of Hartland. The annexation process requires the Plan Commission to review the request and evaluate several factors, one of which is the future zoning of the parcels requesting annexation, before the Village Board should take action.

The Petition for direct annexation pursuant to Wisconsin statute 66.0217 is attached with this memo.

Financial Remarks: The annexation would have several potential financial implications for the Village. Additionally, the Farm property identified on the map could be future taxable developable land.

Options & Alternatives:

The Village Board could request staff and the Village Attorney to review the request and identify any legal or logistical items associated with the request. The Village Board could take action to approve or deny the request.

Executive Recommendation:

Staff recommends reviewing the application for annexation and consulting with the Village Attorney.

PETITION FOR DIRECT ANNEXATION PURSUANT TO WISCONSIN STATUTE 66.0217

The Arrowhead Union High School District and Board of Education as owners of all of the real property in the territory identified as the "Arrowhead High School South Campus, North Campus, and the former Vilter Farm" (full legal description is set forth below in legal description of the property, Section II and the scale map attached hereto as Appendix 1) and the electors residing in the territory identified as "the former Vilter Farm" (full legal description is set forth below in legal description of the property, Section II and the scale map attached hereto as Appendix 1) hereby respectfully petition the Village Board of the Village of Hartland to transfer the below identified territory in Section II from the Town of Merton to the Village of Hartland. The petition is being filed as a petition for the direct annexation by unanimous approval as set forth in Wisconsin Statute 66.0217. The territory identified below in Section II of the petition is presently in the Town of Merton.

I. Purpose of Petition

The purpose of this petition is to seek the approval from the Village of Hartland to enact an ordinance to transfer the real property in the territory identified as Section II of the petition and the scale map attached hereto as Appendix 1 from the Town of Merton to the Village of Hartland.

II. Legal Description of the of Territory Proposed to be Annexed

The legal description of the territory proposed to be annexed is a follows:

Parcel 1:

All that part of the North 1/2 of the Northeast 1/4 of Section 34, Township 8 North, Range 18 East, Town of Merton, Waukesha County, Wisconsin bounded and described as follows, to-wit:
Beginning at the North Quarter corner of said Section 34, and running thence South 1°3'30" West along the West line of said Northeast 1/4 1322.65 feet to a point in the North line of Arrowhead Heights; thence South 89°47'15" East along said North line 193.08 feet to a point in the North line of Arrowhead Drive; thence 101.02 feet along a curve on said North line (the chord of which bears North 84°31'19" East 100.85) to a point; thence continuing along said North line South 89°47'15" East 1439.11 feet to a point; thence South 1°44' West along the East line of said Arrowhead Drive 10.00 feet to a point in the South line of said North 1/2; thence South 89°47'15" East along said South line 378.66 feet to a point; thence North 1°11'30" East 150.00 feet to a point; thence South 89°47'30" East 217.80 feet to a point in the centerline of County Trunk Highway "E", and the East line of said Northeast 1/4; thence North 01°11' East along said East line and said centerline 571.72 feet to a point; thence North 89°46' West 600.00 to a point; thence North 01°11'30" East 600.00 feet to a point in the centerline of County Trunk Highway "K" and in the North line of said Northeast 1/4; thence North 89°46' West along said North line and centerline 2050.61 feet to the point of beginning, including the East 33.00 feet and the North 33.00 feet which are reserved for highway purposes. EXCEPTING Therefrom the lands contained in conveyance to The Village of Hartland in Document No. 3668351.

Parcel 2:

All that part of the South 1/2 of Northeast 1/4 of Section 34, Township 8 North, Range 18 East, in the Town of Merton, Waukesha County, Wisconsin, described as follows: Commencing at a point on the East and West quarter section line, distant East 641.7 feet from the center of the said section; and thence continuing East on said line 1494.86 feet; thence North 21°19'20" East on Easterly line of lands described in Volume 326 of Deeds on page 63 as Document #250640; thence North 21°19'20" East on said line 266.7 feet to the South line of a certain 3.2 acre tract; thence North 89°53.5' West on said line 62 feet; thence North 0°27' West on West line of said 3.2 acre tract 328.0 feet; thence on North line of the said tract North 89°48' East 117.70 feet; thence on West line

of the said tract North 3°23'40" East 170.4- feet to the North line of the aforesaid lands described in said Document #250640; thence North 89°41' West on said line 237.0 feet thence North 1°44' East on the East line of the aforesaid lands 655.0 feet to the 1/16th line of the said quarter section; thence North 89°51' West on said line 1439.90 feet; thence South 1316.80 feet to the point of beginning, excepting therefrom the North 50 feet thereof and excepting further therefrom so much of the East 50 feet thereof, running Southerly from the North line thereof to the South line extended of the premises conveyed by Warranty Deed recorded as Document 3412570; granting, however to the said party of the second part a perpetual easement for road purposes any over and across the said North 50 feet thereof; and so much of the said East 50 feet thereof running, Southerly from the North line thereof to the South line extended of the premises conveyed by Warranty Deed recorded as Document #412570.

Address: 700 North Avenue
Tax Key # MRTT 0421-998-001

Parcel 3:

That part of the Southwest 1/4 and Southeast 1/4 of Section 27, Township 8 North, Range 18 East, Town of Merton, Waukesha County, Wisconsin more fully described as follows: Commencing at the Southwest Corner of the Southeast 1/4 of said Section 27, Thence N89°45'33" East, 273.90 feet along the South line of said Southeast 1/4 of Section 27 to the point of beginning of hereinafter described lands, thence N00°44'19" East, 784.30 feet along the Easterly line of lands as described in Volume 110 of Deeds on page 261; thence N89°45'34" East, 2373.64 feet to a point on the centerline of C.T.H. "E"; thence S00°48'59" West, 189.92 feet along said centerline of C.T.H. "E"; thence N89°18'32" West, 40.00 feet to the Northeast corner of Parcel 1, Certified Survey Map No. 7611 and the Westerly Right-of-Way of C.T.H. "E"; thence S00°48'57" West, 545.04 feet along said Right-of-Way and the Easterly line of Parcel 1 of Certified Survey Map No. 7611 to a point on the Northerly Right-of-Way line of C.T.H. "K" and the South line of Parcel 1, Certified Survey Map No. 7611; thence S89°45'33" West, 678.99 feet along said Northerly Right-of-Way line and the South line of Parcel 1, Certified Survey Map No. 7611; thence S01°41'06" West 50.03 feet to a center line of C.T.H. "K" to the point of beginning, Excepting that part lying within C.T.H. "K" for public road purposes
Address: N56W30020 County Road K
Tax Key #MRTT 0396-999-006

III. Population of the Territory Proposed to be Annexed

The population of the territory is four (4) electors and three (3) children for a total population of seven (7). As used herein, the "population" means the population of the territory as shown by an actual count certified as acceptable by the department.

IV. Relevant Statutory Provisions

The following relevant statutory provisions are provided solely as a reference for any signatories to the petition.

66.0217 (2) DIRECT ANNEXATION BY UNANIMOUS APPROVAL. Except as provided in this subsection and sub. (14), and subject to ss. 66.0301 (6) (d) and 66.0307 (7), if a petition for direct annexation signed by all of the electors residing in the territory and the owners of all of the real property in the territory is filed with the city or village clerk, and with the town clerk of the town or towns in which the territory is located, together with a scale map and a legal description of the property to be annexed, an annexation ordinance for the annexation of the territory may be enacted by a two-thirds vote of the elected members of the governing body of the city or village without compliance with the notice requirements of sub. (4). In an annexation under this subsection, subject to sub. (6), the person filing the petition with the city or village clerk and the town clerk shall, within 5 days of the filing, mail a copy of the scale map and a legal description of the territory to be annexed to the department and the governing body shall review the advice of the department, if

any, before enacting the annexation ordinance. No territory may be annexed by a city or village under this subsection unless the territory to be annexed is contiguous to the annexing city or village.

66.0217(5) ANNEXATION PETITION.

- (a) An annexation petition under this section shall state the purpose of the petition, contain a legal description of the territory proposed to be annexed and have attached a scale map. The petition shall also specify the population of the territory. In this paragraph, "population" means the population of the territory as shown by the last federal census, by any subsequent population estimate certified as acceptable by the department or by an actual count certified as acceptable by the department.
- (b) No person who has signed a petition may withdraw his or her name from the petition. No additional signatures may be added after a petition is filed.
- (c) The circulation of the petition shall commence not less than 10 days nor more than 20 days after the date of publication of the notice of intention to circulate. The annexation petition is void unless filed within 6 months of the date of publication of the notice.

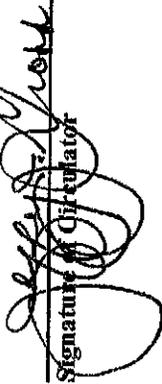
V. Signatures of all of the electors residing in the territory and the owners of all of the real property in the territory

Please note that before you sign this petition, that no person who has signed the petition may withdraw his or her name from the petition. No additional signatures may be added after the petition is filed.

We the undersigned respectfully petition the Village Board of the Village of Hartland to annex the territory identified above in Section II of the petition that is presently in the Town of Merton.

SIGNATURE	NAME (PRINTED)	MUNICIPALITY FOR VOTING PURPOSES	STREET AND NUMBER	DATE OF SIGNING
	Hayden Hoppe	Town of Merton	N56W30020 Hwy. K Hartland, WI 53029	9/25/20
	Hannah Hoppe	Town of Merton	N56W30020 Hwy. K Hartland, WI 53029	9/25/20
	Joe Mihas	Town of Merton	N56W30020 Hwy. K Hartland, WI 53029	9/28/20
	Melanie Schmidt	Town of Merton	N56W30020 Hwy. K Hartland, WI 53029	09/29/2020

I, Jeffrey J. Gross, residing at 178 Laurel Court, Delafield, WI 53018, personally circulated the PETITION and personally obtained each of the signatures on this PETITION. As the circulator of this petition I know that signatories to this PETITION are electors of the jurisdiction or district in which the petition is circulated; that as the circulator I know that they signed the paper with full knowledge of its content; that as the circulator I know their respective residences given and that as the circulator I know that each signer signed on the date stated opposite his or her name. I am, as the circulator, a qualified elector of this state, or if not a qualified elector of this state, that I am, as the circulator, a U.S. citizen age 18 or older who, if he or she were a resident of this state, would not be disqualified from voting under s. 6.03, Wis. stats.; and as the circulator I am aware that falsifying the certification is punishable under s. 12.13 (3) (a). The circulator shall indicate the date that he or she makes the certification next to his or her signature.

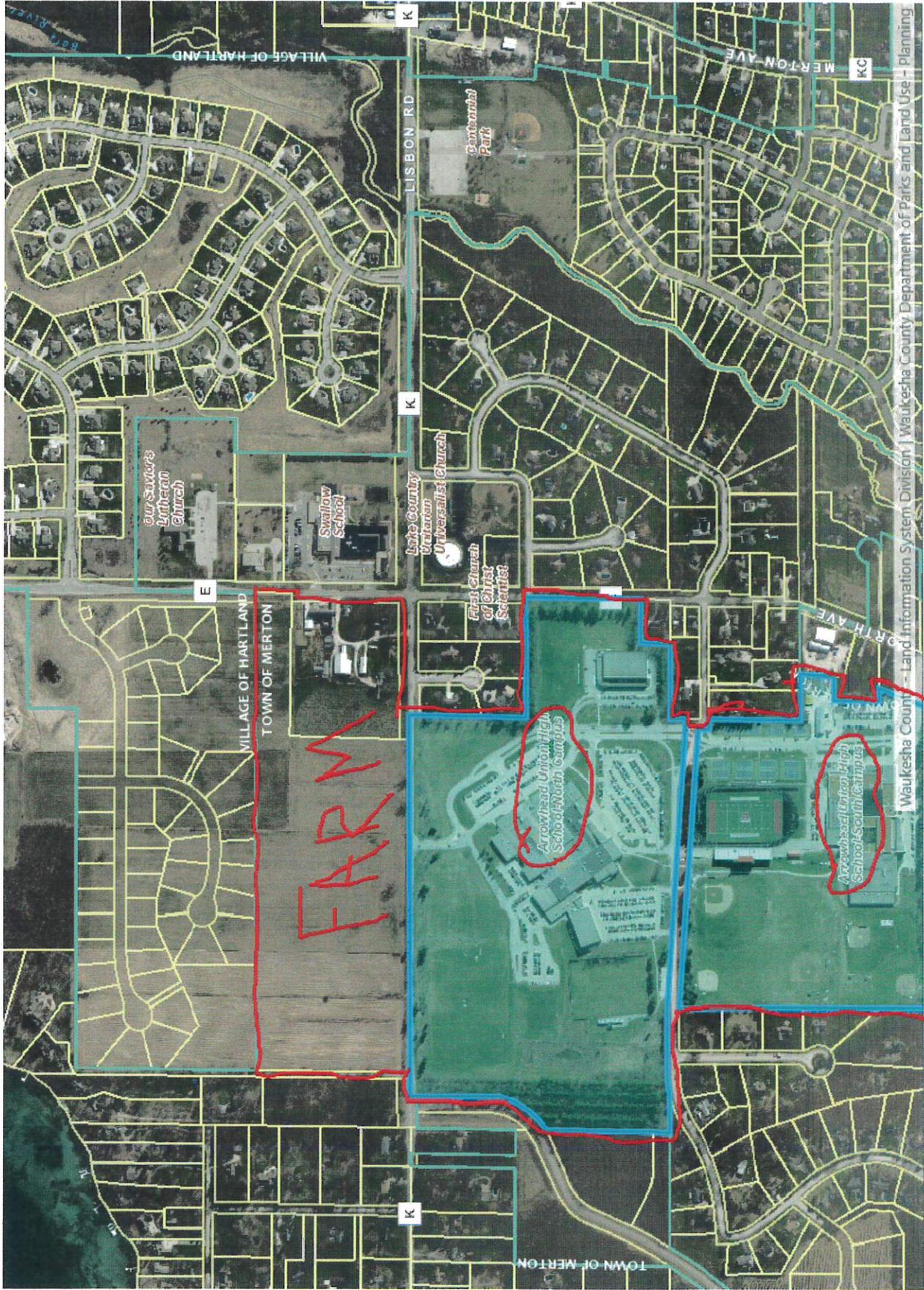


 Signature of Circulator

09/24/2020

 Date of Circulator's Signature

APPENDIX 1 – Scale map of the territory identified in Section II, Legal Description of the Territory Proposed to be Annexed



Arrowhead High School South Campus, North Campus, and former Vilter Farm outlined in RED - May 22, 2020



Village of Hartland GIS



Village of Hartland
210 Cottonwood Ave
Hartland WI 53029
262-367-2714

DISCLAIMER:

This map is not a survey of the actual boundary of any property this map depicts.

The Village of Hartland does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.



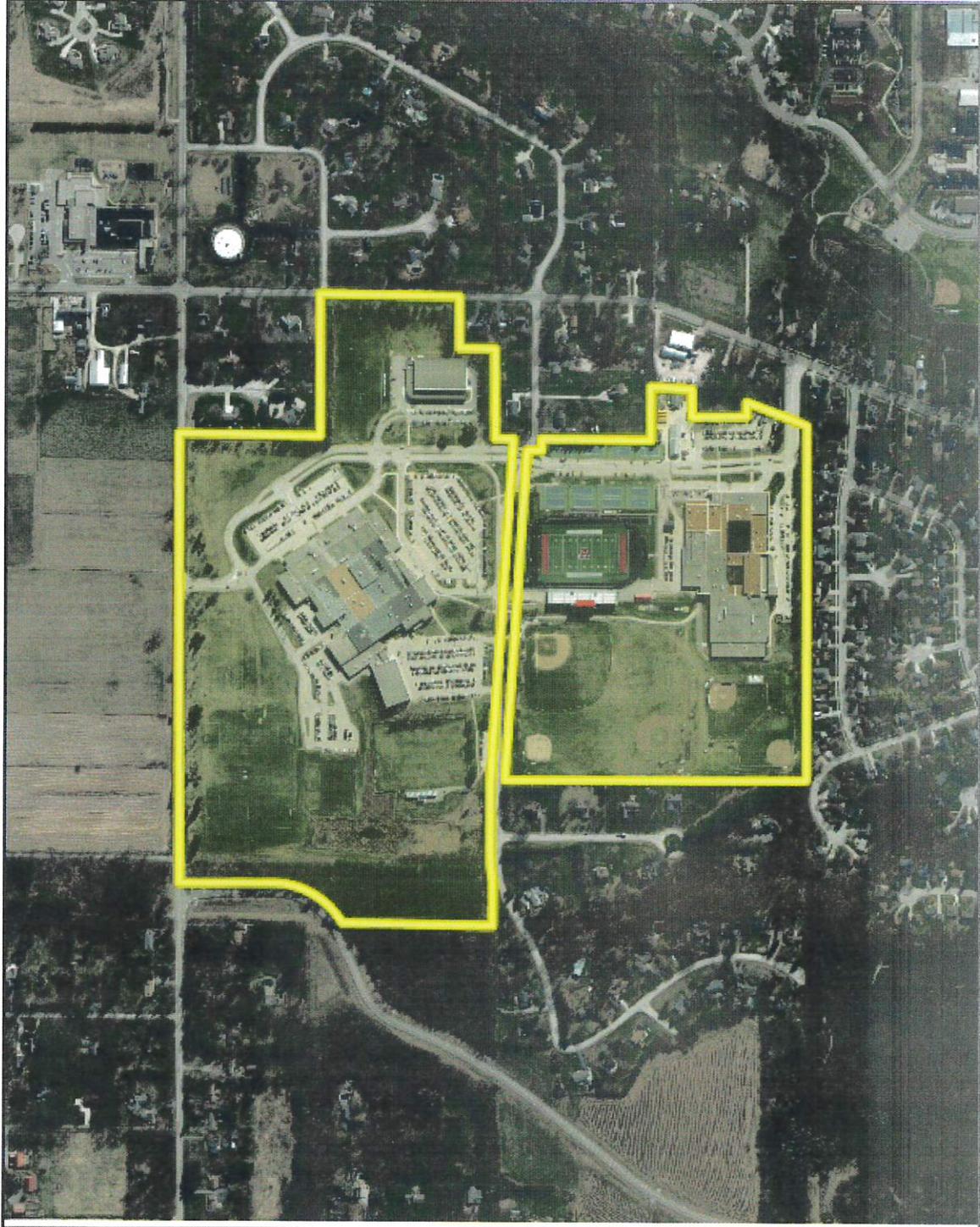
SCALE: 1 = 667'

Print Date: 9/23/2020



LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend

- Plats
- Retired Plats

0 652.51 feet

The information and depictions herein are for informational purposes and Waukesha County specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance studies, or other official means. Waukesha County will not be responsible for any damages which result from third party use of the information and depictions herein, or for use which ignores this warning.

Notes:

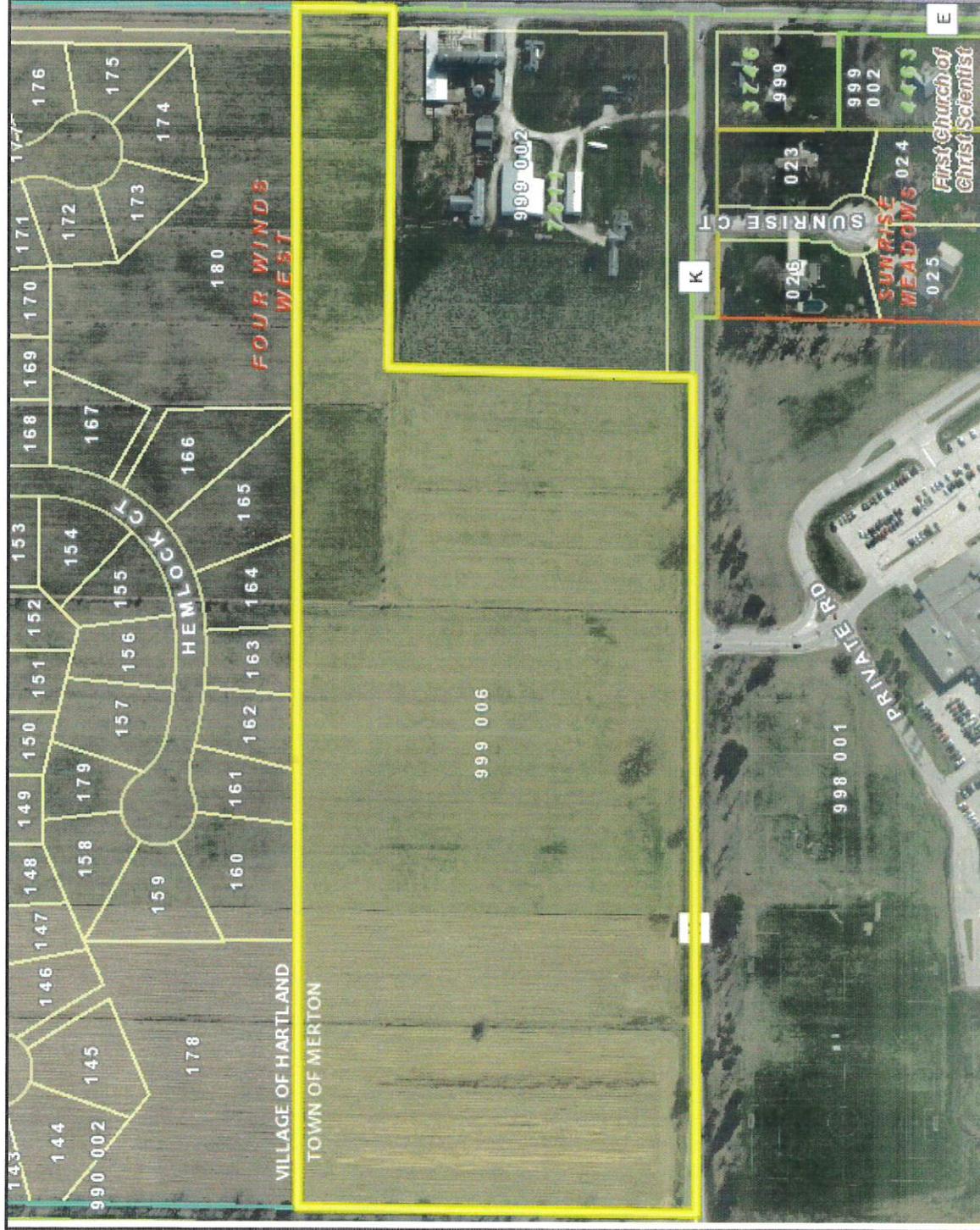
Printed: 07/27/2020





LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend

- Plats
- Retired Plats
- Municipal Boundary_2K
- FacilitySites_2K_Labels
- Lots_2K
 - Lot
 - Outlot
 - Unit
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
 - Cartoline_2K
- <all other values>
 - EA-Easement_Line
 - PL-DA
 - PL-Extended_Tie_Line
 - PL-Meander_Line
 - PL-Note
 - PL-Tie
 - PL-Tie_Line
- Road Centerlines_2K
- Railroad_2K
- TaxParcel_2K
- Waterbodies_2K_Labels
- Waterlines_2K_Labels
- Municipal Boundary_5K
- FacilitySites_5K_Labels
- Waterbodies_5K_Labels
- Waterlines_5K_Labels
- Railroad_5K
- SimultaneousConveyance
 - Assessor Plat
 - CSM
 - Condominium
 - Subdivision
 - TaxParcel_5K

Notes:

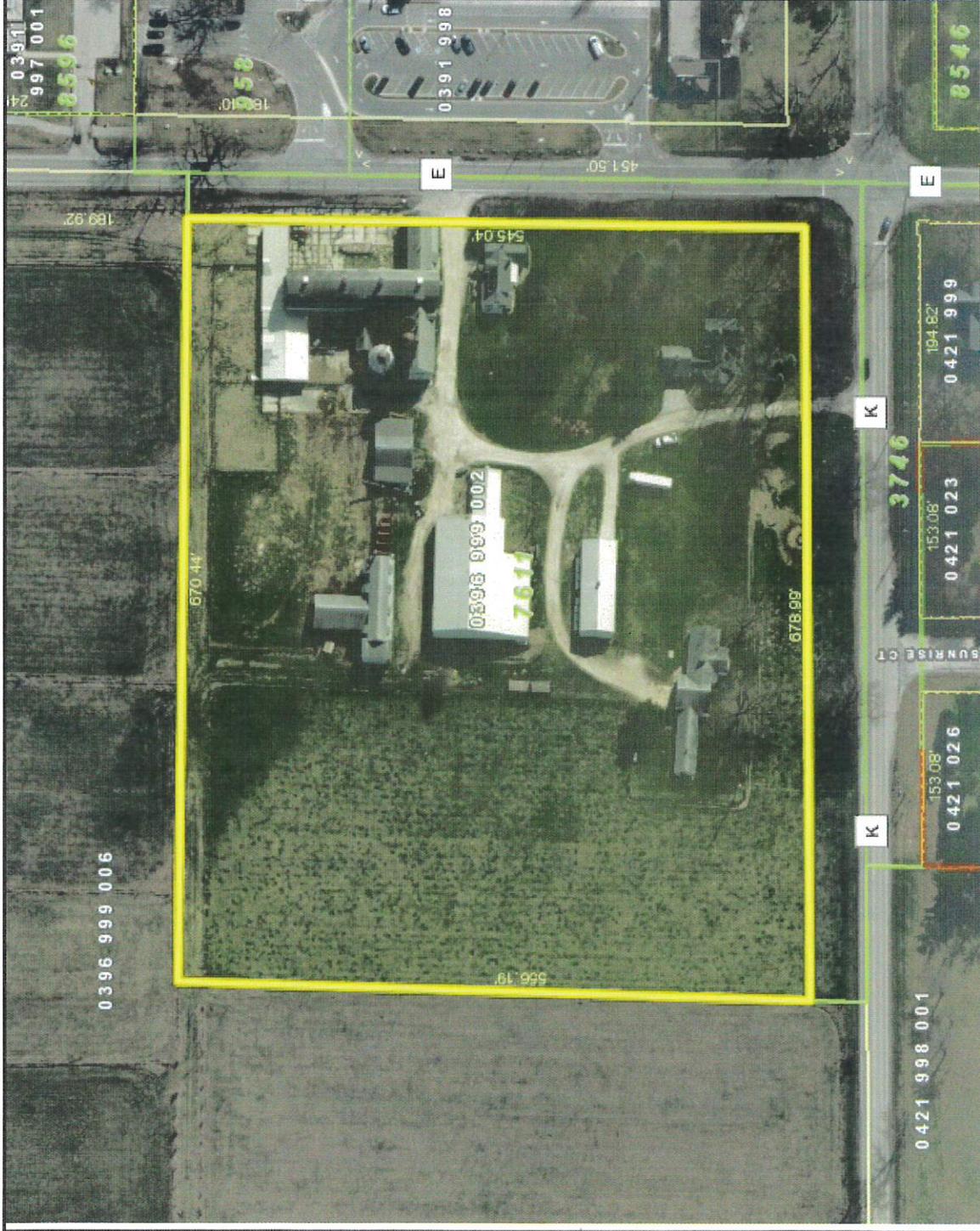
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0 307.13 Feet



LAND INFORMATION SYSTEMS DIVISION

Waukesha County GIS Map



Legend	
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<input type="checkbox"/>	Retired Plats
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<input type="checkbox"/>	Facility Sites_2K_Labels
<input type="checkbox"/>	Lots_2K
<input type="checkbox"/>	Lot
<input type="checkbox"/>	Outlot
<input type="checkbox"/>	Unit
SimultaneousConveyance	
<input type="checkbox"/>	Assessor Plat
<input type="checkbox"/>	CSM
<input type="checkbox"/>	Condominium
<input type="checkbox"/>	Subdivision
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<all other values>	
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<input type="checkbox"/>	PL-Meander_Line
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<input type="checkbox"/>	PL-Tie
<input type="checkbox"/>	PL-Tie_Line
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TaxParcel_2K	
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Waterbodies_2K_Labels	
<input type="checkbox"/>	Waterbodies_2K_Labels
Municipal Boundary_5K	
<input type="checkbox"/>	Facility Sites_5K_Labels
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SimultaneousConveyance	
<input type="checkbox"/>	Assessor Plat
<input type="checkbox"/>	CSM
<input type="checkbox"/>	Condominium
<input type="checkbox"/>	Subdivision
<input type="checkbox"/>	TaxParcel_5K

Notes:

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